The Solicitors' Journal

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Current Topics.

Shrieval and Mayoral Precedence.

On all matters involving the delicate question of precedence, official or social, we are usually content to accept as authoritative and final the opinion of Garter King of Arms, notwithstanding that it may not technically be binding, but it seems a little difficult to regard as accurate his recent pronouncement that the high sheriff of a county, as representing The King, is entitled to precedence over a mayor, even within the latter's own borough, when both are present, not officially, but in the capacity of guests. Section 18, sub-s. (5), of the Local Government Act, 1933, reproducing former legislation to the like effect, enacts that: "the Mayor shall have precedence in all places in the borough: Provided that nothing in this subsection shall prejudicially affect His Majesty's royal prerogative." If His Majesty should in any case exercise his royal prerogative and direct that some one other than the mayor shall be given precedence within the borough, *cadit questio*; but in the absence of such an expression of the Royal will, and so far as we are aware none such has been announced, how are the precise words of the section above quoted to be overcome? Garter King of Arms states that "it was not the intention of the Act to give the Mayor social precedence, even within the borough, over those who are entitled to rank above him in the general scale of precedence." This appears to be in direct conflict with the decision in *Ex parte Mayor of Birmingham* (1860), 3 Ellis & Ellis 222, where it was laid down on the construction of the Act then in force—s. 57 of the Municipal Corporations Act, 1835—that the mayor was given social precedence within the borough but not precedence at a meeting of licensing justices—a limitation since removed: see now s. 18, sub-s. 9, of the Local Government Act, 1933, which says that "the Mayor, if present, shall be entitled to precedence at all meetings of justices of the peace held in the borough." It is interesting to note that a dispute on the subject of precedence, which waxed hot some years ago between the lord lieutenant and the high sheriff, was definitely settled by Royal Warrant in favour of the former.

Rating of Empty Property.

Reverting to the subject of rating of empty property, which was touched upon in our issue of 20th April, the attention of readers may be drawn to the further note on the subject which appeared in *The Times* for 27th April. There it is indicated that the London County Council intend to meet cases of hardship by exempting from the rate of one-fourth of the ordinary rate new properties for not exceeding six months from the date of entry in the valuation list; properties, which, owing to closing orders or dangerous structure notices, cannot be occupied; properties in respect of which there is only a short term to run and which it is not intended to occupy, and properties in respect of which negotiations for the sale or letting are unavoidably delayed. It is understood that sixteen Metropolitan boroughs have expressed approval of the proposal to rate empty property and ten are against it. The City of London indicates that it is satisfied with its own arrangement of collecting one-half of its own general rate and does not desire to be included in any London County Council legislation. One of the Metropolitan boroughs has expressed the view that the question should be determined as a matter of general policy for the whole country, and that if the principle is adopted the amount of the rate should not exceed one-eighth of that which would be paid in the case of occupied property. The loss of rates on account of empty property is, it is urged, serious, and during 1933–1934 was equivalent to the rate in the pound ranging from 1·86d. in Woolwich to 12·95d. in Finsbury. Property, though empty—it is suggested—benefits from police, fire brigade, public lighting, street maintenance and drainage services, and the London County Council estimate that such services amount to at least such proportion of the ordinary rates as it is proposed to levy in respect of such properties.

Tithe Committee's Report.

The seventh report of the Tithe Committee of Queen Anne's Bounty on the collection and administration of tithe which was issued at the beginning of the present month shows that the average cost of collection for 1934 throughout the country, including the expenses of the area committees, was £3 6s. 2d. per £100 tithe money, and that the tithe collections during the same period, including paid arrears as well as current tithe, amounted to £2,022,000, showing an increase of £260,000 on the figure for the previous year. The report refers to two forms of relief available to hard-pressed landlowners in periods of agricultural depression. There is the statutory remission of tithe rent-charge under s. 8 of the Tithe Act, 1891. An owner of land used solely for agricultural or pastoral purposes, or for the growth of timber or underwood, may obtain remission of tithe in excess of two-thirds the Sched. B income tax valuation. If in any particular case the Governors of Queen Anne's

Bounty are satisfied that the landowner can get relief under this heading, their normal practice is to grant it without the statutory application to the county court. The second kind of relief takes the form of voluntary concessions where non-payment of the tithe is due to real inability to discharge the obligation owing to the impossibility of making the cultivation of the land pay. Concessions of this character are made along the lines of the treatment that a good landlord in similar circumstances would extend to a good tenant. Up to 31st March last, 8,500 of these cases, which naturally require investigation, have been settled, and voluntary concessions up to that date amounted to over £110,000, or a little over one-fifth of the collectable sums. The opinion is expressed that this form of relief, applied as supplementary to the statutory remissions of the Act of 1891, is adequate to tide over periods of depression in the agricultural industry. Replying to criticisms of the exercise of distraint, the Bounty state that they wish to make it clear that only in the last resort is the court asked to exercise this remedy. Repeated efforts by the Governors for a settlement without recourse to the law have, it is stated, been met in some cases by evasion and defiant resistance, in others by continued indifference to this obligation year after year though other responsibilities have been discharged. In such cases it is considered that it would be unfair to the clergy, who suffer when tithe is not paid, if this—the only available remedy—were not, with proper discretion, resorted to.

Speedometer Readings.

Now that police prosecutions within built-up areas are being founded upon the readings of speedometers, the accuracy of that contrivance is of twofold importance. Not only will the rightness of a conviction depend upon the accuracy of the police instrument, but the individual motorist must, perforce, often rely upon his own in order to know whether in such areas he is complying with the law. The memorandum which has just been compiled by the Royal Automobile Club concerning errors which are liable to arise is thus of considerable interest. It is pointed out that the instrument itself and its driving gear do not, in point of accuracy, vary materially, and any inaccuracy from these sources will be evident by periodical testing over a measured distance. The main source of error arises from variations, themselves due to different causes, of the effective diameter of the back wheels of the car. The reasonable possible error from variations in tyre inflation pressure, the addition of further weight, the loss of air, or change in temperature is put in the region of two per cent. Difference between a new tyre and an old one of the same make and nominal size may also produce an error of about two per cent. Other errors may arise from the inaccurate reading of the instrument when the eye of the observer, the needle of the speedometer and the mark on the dial are not in one straight line: from a lag in the instrument itself in responding to changes of speed, and—when the velocity of one car is being estimated by a person in a car following it—from the difficulty of keeping a set distance between the two vehicles. The memorandum expresses the opinion that, while a speedometer itself may be accurate within the limits of its operation, it cannot be regarded as an instrument of precision for exactly recording the speed of another vehicle, and it is not a reliable instrument when used for such a purpose.

Temporary Overcrowding.

Last Thursday week the Standing Committee of the House of Commons, which is considering the Housing Bill, declined to accede to the introduction into the Bill of a clause that would have enabled a local authority to declare the whole or any part of its area to be a holiday resort and to exempt it from the operation of Pt. I of the Bill for a period or periods not exceeding in the aggregate four months in a year. The Minister of Health recognised that no unreasonable restriction ought to be put on the expansion of accommodation in holiday resorts during their seasons, but was of opinion that the proposed clause was drafted in too wide terms and went much too far. Reference was made to the provisions of cl. 5 of the Bill which contemplates the granting, in exceptional circumstances, by a local authority to an occupier or intending occupier of a dwelling-house of a licence authorising the temporary use of a house by persons in excess of the number normally permitted. This, it was suggested, sufficiently met the needs of the case. Another clause was moved to provide that the occupier of a house should not be guilty of an offence if overcrowding were occasioned by the visits of relatives during a period not exceeding sixteen days. The matter is to receive the attention of the Minister of Health before the Report stage and seems to be one where the possibility of undue complication is to be set against the possible use by a local authority of the penal clauses of the Bill in an unreasonable manner. Another proposal, defeated on the same day, was to the effect that local authorities should be required to employ registered architects to design and superintend the construction of houses and blocks of flats to be erected under the Bill. Sir Hilton Young stated that local authorities had strong objections to the proposal because it would knock off the services of a substantial number of officials whose qualifications from the architectural point of view no one would doubt, but who would be excluded by the new clause. The Minister intimated, however, that it was desirable that the professional architect should be employed in designing the buildings contemplated under the Bill over as wide a field as possible.

Shopkeepers' Losses.

The Committee has agreed to an amendment to the effect that a new clause shall be inserted in the Bill providing that "where as a result of action taken by a local authority under Pt. I of this Act, the population of the locality is materially decreased, they may pay to any person carrying on a retail shop in the locality such reasonable allowance as they think fit towards any loss which in their opinion he will thereby sustain, but in estimating any such loss they shall have regard to the probable future development of the locality." Part I of the Bill confers extensive powers on local authorities with a view to securing the abatement of overcrowding, the redevelopment of areas in large towns and the reconditioning of buildings.

Housing Bill: Committee Stage Concluded.

The consideration of the Housing Bill by the Standing Committee of the House of Commons ended last Tuesday, when the Bill was ordered to be reported, with amendments, to the House. It was fitting that the last point discussed should be one of principle which gave the Minister of Health the opportunity of indicating the precise scope of the Bill and of explaining why it did not go further towards the attainment of an admitted ideal in the matter of housing. In response to an amendment to vary the standard of accommodation laid down in the Bill so as to provide adequate living as distinct from sleeping room, Sir Hilton Young said that, if the committee were engaged in laying down an ideal standard of accommodation, it would be well and good. But they were doing nothing of the kind; they were laying down a penal standard below which the accommodation would be intolerable, and people ought to be punished for allowing it. The standard set by the Bill, the Minister intimated, was necessarily below the ideal standard, but it was as high as could safely be postulated, for if it were made higher the Bill would become unworkable. The standard of the amendment which contemplated the provision in houses of rooms where people could read and work was, the Minister said, inferior to the standard proposed by the Government in respect to one or two rooms, but in other respects it was superior. The amendment was negatived by twenty-five votes to seven.

The Scope of Local Acts.

THE extensive character of the powers sometimes conferred by local Acts of Parliament was referred to in a "Topic" which appeared in the issue of 27th April (79 SOL. J. 294), and was concerned with the matter in relation to open spaces. In connection with the subject in general it is interesting to note the statement recently made in the House of Commons by Captain BOURNE, Deputy Chairman of Committees, in response to complaints that clauses in Private Bills promoted by local authorities were sometimes drafted in a form which went beyond the needs and intentions of the case and caused interference with the liberty of the subject. Captain BOURNE undertook on behalf of the Chairman of Committees and himself to consult the Chairman of Committees of the House of Lords with a view to the setting up of a technical committee to consider the drafting of clauses of the nature referred to. It was intimated that it would probably be impossible to start such a committee at work before the autumn. Even so, this is, we think, to be regarded as a step in the right direction.

A General Powers Bill.

WITH regard to this subject, reference must once again be made to the London County Council General Powers Bill which passed the third reading stage in the House of Commons about the middle of last month. A correspondent to *The Times* roundly asserts that the Bill, in effect, authorises the L.C.C. and the metropolitan borough councils to abolish open spaces. "The Council," he says, "will be entitled to enclose open spaces for so many purposes that no real right of access for the public will remain. Buildings can be erected anywhere for a great variety of objects. Dancing, gymnasia, rifle ranges and reading-rooms are specifically mentioned, and there would seem nothing to prevent the erection of billiard saloons or opera houses. Charges can be made for the use of enclosures and buildings. Walking is a recreation. An open space can therefore be enclosed for the recreation of walking and a charge made for admission. The powers can be delegated and buildings can be let." The inadequacy of the protective clauses in the Bill is alluded to. The provision that the public may enter a games enclosure, not specifically laid out and maintained for games while not in actual use for games, is regarded as valueless, while the clause providing for access without charge to some part of an open space is subject to the criticism that it does not specify any particular part or portion—nor, indeed, the kind of access to be given which may be inconvenient and useless. The probability that use will be made of the powers to diminish public facilities for air and exercise is illustrated by an example. The same correspondent advocates that the powers under the Bill should be carefully limited, and the hope is expressed that the House of Lords will give time for the careful consideration of the questions raised by the Bill by rejecting Pt. V thereof which relates to open spaces.

Ribbon Development Bill.

THE Restriction of Ribbon Development Bill was introduced in the House of Lords by the MARQUESS OF LONDONDERRY, Secretary of State for Air, and read the first time last Tuesday. The objects of the Bill are stated to be: to provide for the imposition of restrictions upon development along the frontages of roads, to enable highway authorities to acquire land for the construction or improvement of roads, or for preserving amenities or controlling development in the neighbourhood of roads, to extend the powers of local authorities as to the provision of accommodation for the parking of vehicles and as to the prevention of interference with traffic, and for purposes connected with the matters aforesaid. It is to be hoped that the Bill will be given a speedy passage through Parliament and will provide an effective remedy to an ever-increasing evil.

Recent Decisions.

IN *Maritime Insurance Co., Ltd.* v. *Assecuranz Union von* 1856 (*The Times*, 2nd May), it was held by GODDARD, J., that a contract of re-insurance, prepared in English and signed by the respondent English company in Liverpool and by the appellant German company in Hamburg, but which was not stamped as required under the Stamp Act, 1891, and the Marine Insurance Act but was signed over a 6d. adhesive stamp, was governed by English law, with the result that it was unenforceable, and that the English company could not recover anything from the German company in respect thereof. The decision of arbitrators to the effect that German law applied would have rendered the contract enforceable, and it was urged that such should be applied *ut res magis valeat quam pereat*. The court did not accede to this argument and reversed the finding of the arbitrators.

The Court of Appeal (*The Times*, 3rd May) dismissed an appeal from the decision of the Lord Chief Justice in *Mitchell* v. *Alexander*, in which the plaintiff had been awarded damages assessed at £500, in addition to a sum of £67 4s. 9d. expended, on the grounds that there was a fiduciary relationship between the plaintiff and the defendant in connection with various transactions relative to the formation of a club.

Justice cannot be done within the confines of a short paragraph to the various points raised in *In re Chancel Repairs Act*, 1932: *Wickhambrook Parochial Church Council* v. *Croxford* (*The Times*, 4th May), but it may be stated that the Court of Appeal (Lord HANWORTH, M.R., ROMER, L.J., and EVE, J.) held that the liability of a lay impropriator was personal and not limited to the amount received in respect of the tithe. The defendant contended that she could only be held liable for the amount claimed if she were a person liable to be admonished by the Ecclesiastical Courts, and that she could not in fact have been admonished since she had received less than the cost of the Chancel repairs. This was negatived, it being held that the defendant would have been liable to be admonished, notwithstanding the aforesaid consideration. The defendant would, it was held, be entitled to enforce contribution from the other tithe owners. It may be observed that EVE, J., in acquiescing in the judgment, stated that the result did not appear to him to be reasonable or just and that the result would seem to be one to which the attention of the Legislature might be properly directed. The proceedings were taken under the Chancel Repairs Act, 1932, and the decision of the county court was reversed.

In *Inland Revenue Commissioners* v. *Duke of Westminster* (*The Times*, 8th May), the House of Lords dismissed an appeal from a decision of the Court of Appeal to the effect that payments made by THE DUKE OF WESTMINSTER under certain deeds were not salaries and wages and therefore could be deducted in computation of his total income for sur-tax purposes. The deeds, which were made between the respondent and certain persons in his employ, contained covenants to make, during the joint lives of the respective parties or for a stated time, periodical payments in recognition of past services—payments which, it was expressly agreed, should be "without prejudice to such remuneration as the annuitant will become entitled to in respect of such services (if any) as the annuitant may hereafter render to the Duke." While it was agreed that the question was whether the payments were for remuneration of services or not, Lord TOMLIN denied that in revenue cases the court might ignore the legal position and regard "the substance of the matter," and that the latter in the present case rendered the payments in question the equivalent of wages. "Every man," the learned lord said, "is entitled, if he can, to order his affairs so as that the tax attaching under the appropriate Acts is less than it otherwise would be."

Parents' Custody and Control of Children.

In a number of recent cases questions have arisen with regard to the rights of parents to the control of their children. In the latest of these (*In re Crichton* (1935), 79 Sol. J. 181), the Divisional Court allowed an appeal by a mother from an order of Mr. Justice Atkinson in chambers refusing, on the return of a writ of *habeas corpus*, to make an order for the return of her infant daughter, aged 11. The case was later settled during the hearing of a further appeal to the Court of Appeal (*The Times*, 3rd April).

When three weeks old, the child had been placed with the respondent, who owned and conducted a home and school for children. For about seven years regular payments were made by the mother to the respondent in respect of her child's maintenance. No payments were made for a year, but they were resumed for two years, when they again ceased owing to the mother's ill health. The mother, who was a qualified midwife, returned from Government service in Egypt in 1933, and on finding that the respondent did not want to part with the child, applied for a writ of *habeas corpus*.

Mr. Justice Atkinson was told that the respondent was willing to undertake to apply at present only for an interim adoption order giving her the custody of the child at her own expense for two years, and to send her to spend her Christmas, Easter and Summer holidays with her mother. His lordship ordered that as the child had no affection for her mother and was happy with the respondent, she should remain with the respondent but spend her holidays with her mother.

In giving judgment on appeal from this order, Mr. Justice Talbot said that, apart from a court of law, anyone would have said that it was a matter of course for the mother to have her child. The child was strongly desirous of remaining with the respondent and the respondent was strongly desirous of keeping her, but it would be impossible to administer the law with any justice if the unwillingness of the child and the foster parent were considered to be a sufficient reason for depriving the parent of her right. It was clear on the authorities that the two considerations were the wishes of the parent and the welfare of the child. It was true that if the wishes of the parent were inconsistent with the welfare of the child, the welfare of the child was the dominant consideration. There was nothing here which came near satisfying the requirements which must be fulfilled before the mother's wishes could be overruled, and therefore the appeal must be allowed.

In the course of his judgment his lordship referred to *In re Thain* [1926] 1 Ch. 676, in which the father of a child whose mother had died left the eight months' old child with a relation of his late wife to bring up with their own children. When the child had reached the age of seven, the father obtained a suitable home and desired the return of his child, but this was refused and the child, through her next friend, issued a summons asking that she should be made a ward of the court and that the persons to whom she had originally been entrusted might be made her guardians, and have custody of her during her minority. It was not suggested that the father was unfit to have the custody of the child.

Mr. Justice Eve quoted FitzGibbon, L.J., in *Re O'Hara* (1900), 2 I.R. 232, 240: "Where a parent is of blameless life, and is able and willing to provide for the child's material and moral necessities . . . the court is, in my opinion, judicially bound to act on what is equally a law of nature and of society and to hold (in the words of Lord Esher) that the best place for a child is with its parent." His lordship added: "Inasmuch as the rule laid down for my guidance in the exercise of this responsible jurisdiction does not state that the welfare of the child is to be the sole consideration but the paramount consideration, it necessarily contemplates the existence of other considerations, and among these the wishes of an unimpeachable parent undoubtedly stand first." Referring to the fact that the little girl would be greatly distressed at parting from the people who had brought her up, his lordship said that at her tender age such griefs were transient, and he could not attach weight to this aspect of the case. The judgment was upheld on appeal.

The other case to which reference was made in Mr. Justice Talbot's judgment in *In re MacLean* was *Reg.* v. *Barnardo* [1891] 1 Q.B. 194, where, his lordship said, the position of the mother was not so good as in the case of *Re MacLean*. The child in *Reg.* v. *Barnardo* was illegitimate, but the mother had lived with the father for over twenty years and later married a very respectable, but poor, man. The mother left her child with Dr. Barnardo under an agreement to grant him the custody and control for twelve years. After about sixteen months she changed her mind and desired the return of the child, owing to the representations of friends that it would be better for the child to be brought up in the Catholic faith.

Lord Coleridge, C.J., said, with regard to the position of the mother: "If judged by an austere standard she is certainly not the person one would select to take care of and to educate a boy of eleven or twelve years old. We have not, however, to select, and her moral shortcomings are, in our opinion, very far short of the point which would justify a court in depriving her of the custody and control of her child, if she had it, and if the sole question before us were whether or no she was to be continued in the enjoyment of it." With regard to the duty of the court before the Judicature Act, Lord Coleridge approved of the judgment of the court in *Reg.* v. *Clarke*, 7 E. & B. 186, where it was held that "the immorality, to extinguish the right of the parent or guardian to the custody of the child, must be of a gross nature, so that the child would be in serious danger of contamination by living with him," and that a mother, by committing a child to anyone for the purpose of education, had not lost the right to retake him. The court, however, was bound now to consider what was on the whole for the benefit of the child, exercising that jurisdiction which always existed in the Courts of Chancery—*Wellesley* v. *Duke of Beaufort*, 2 Russ. 1, at p. 21. On the present state of the authorities it made no difference whether the child was legitimate or illegitimate: *Reg.* v. *Nash*, 10 Q.B.D. 454.

Lord Coleridge made absolute a rule *nisi* calling on Dr. Barnardo to show cause why a writ of *habeas corpus* should not issue directing him to bring up the body of the child. An appeal from this judgment was dismissed. Lord Esher said: "As to the law, the child is illegitimate. That fact makes a difference with respect to the position of the mother before the court; but I am of opinion that it makes no difference whatever with respect to her right to the custody of the child. In this respect there is no difference whatever between the rights of a mother of an illegitimate child and the rights of the father and mother, if there is no father living, of a legitimate child. What are the rights of a mother of a legitimate child? It is her undoubted right, if there is no father living, to have the custody and care of, and the control over, her own child. . . . If that be the mother's right, it follows that, with regard to the actual care and control over the child, she may nominate someone else to have the same right as she has herself to take care and have control over it."

All the authorities were thoroughly examined in *Re J. M. Carroll* [1931] 1 K.B. 317, where the mother handed over her child, who had been baptised into the Roman Catholic faith, to a married couple of the Protestant faith for adoption through the medium of a Protestant charitable organisation. A few months later, the mother changed her mind and wanted the child back, so that she could place her in the care of a Roman Catholic charitable society, which would send the child to a home. The mother asked for the issue of a writ of *habeas corpus*, but Mr. Justice Charles in chambers refused

to order its issue, and a Divisional Court consisting of Lord Hewart, C.J., Avory and Wright, JJ., upheld him. Lord Hewart, C.J., said that it was possible to discern in the course of the last forty or fifty years "some change in the attitude towards what may be called the mere wishes of the parent of an illegitimate child." He then quoted a passage from the speech of Lord Herschell in *Barnardo* v. *McHugh* [1891] A.C. 388, that the desire of the mother of an illegitimate child as to its custody is primarily to be considered, but that the court need not accede to the wishes of the mother where it is shown that it would be detrimental to the interests of the child to do so. His lordship then quoted s. 1 of the Guardianship of Infants Act, 1925, which provides that "where in any proceedings before any court . . . the custody or upbringing of an infant . . . is in question, the court, in deciding that question, shall regard the welfare of the infant as the first and paramount consideration."

In reversing this decision, Lord Justice Scrutton said that there had been no change of thought and attitude on the question in the last forty years. "We were not referred to any authority and I have found none, where, in the case of a young child, the court has disregarded the views of the only parent, except where the parent has so neglected his or her duty as to cease to deserve consideration." His lordship quoted Kindersley, V.-C., in *In re Curtis* (1859), 28 L.J., Ch. 458, where he said: "It is not the benefit to the infant as conceived by the court, but it must be the benefit to the infant having regard to the natural law which points out that the father knows far better as a rule what is good for his children than a Court of Justice can." Lord Justice Greer differed, saying that he was satisfied that it would be better for the child to be brought up in a home atmosphere than in an institution.

A useful summary of the law generally as to the custody, control and education of infant children is to be found in the judgment of Lord Justice Slesser in *In re Carroll*. He pointed out that s. 1 of the Guardianship of Infants Act, 1925, confined itself to questions between the rights of a father and mother, and did not affect what was and is the law as to a parent's rights. In the case of an illegitimate child, "the mother's legal rights to custody are not entirely the same as those of the father of a legitimate child: *Barnardo* v. *McHugh* [1891] A.C. 388, *Rex* v. *Walker* (1912), 28 T.L.R. 342. Yet nevertheless, while the child is under the age of nurture, the mother has a right to its possession; generally in such a case the court will prefer the mother to the putative father if there be conflicting claims: *Ex parte Knee* (1804), 1 B. & P. (N.R.) 148. . . . The mother has a natural right to its religious education and custody, which will be regarded by the court. She has by law obligations imposed upon her in respect of the child: *Barnardo* v. *McHugh* [1891] A.C. 388; a contract between her and another person for the transfer to that person of her rights and liabilities is invalid: *Humphreys* v. *Polak* [1901] 2 K.B. 385."

The statement by Lord Herschell in *Barnardo* v. *McHugh*, *supra*, on this subject was: "The obligation cast upon the mother of an illegitimate child to maintain it until it attains the age of sixteen appears to me to involve a right to its custody." In order to demonstrate the strength of this right it is only necessary in conclusion to refer to the statement of Lord Esher in *Reg.* v. *Gyngall* [1893] 2 Q.B. 232: "The court . . . can only act when it is shown that either the conduct of the parent, or the description of person he is, or the position in which he is placed, is such as to render it not merely better, but—I will not say 'essential'—but clearly right for the welfare of the child in some very serious and important respect that the parent's right should be suspended and superseded."

While a debtor was reading the notes of his public examination in the Chelmsford Bankruptcy Court the assistant official receiver noticed that he was wearing a gold watch, and he was made to hand it over for the benefit of his creditors.

Costs.

We have been asked by a subscriber to deal with the subject of the remuneration to which a solicitor is entitled in respect of business which falls outside the scope of conveyancing, probate and litigation, such, for example, as income tax work, of which solicitors frequently have a good deal at the present time, inquests and the like.

We must preface our remarks by observing that the scope of Sched. II of the General Order of 1882 is very wide. Section 2 of the Order purports to make provision for the remuneration of a solicitor in respect of business connected with sales, purchases, leases, mortgages, settlements and other matters of conveyancing, "and in respect of other business, not being business in any action, or transacted in any Court, or in the Chambers of any Judge or Master." Sub-sections (*a*) and (*b*) of the section then go on to provide for the remuneration in respect of completed sales, and other conveyancing transactions, whilst sub-s. (*c*) states that the solicitor's remuneration in respect of the "other business" not hereinbefore provided for shall be regulated according to the scale set out in Sched. II.

There has been a good deal of discussion as to the exact meaning of the term "other business," but Baggallay, L.J., set the matter at rest by deciding in the case of *Humphreys* v. *Jones*, 31 C.D. 30, that it included all that business referred to in the introductory words of the section, other than the business provided for in sub-ss. (*a*) and (*b*). Hence, it seems to follow that any business other than completed conveyancing transactions, the remuneration in respect of which is provided for in the scales set out in Sched. I of the Order, and business transacted in any action or in any court or in the chambers of any judge or master, falls within the ambit of Sched. II. The wide scope of this schedule will be appreciated if one refers to the case of *Re R. P. Morgan & Co.* [1915] 1 Ch. 182, where Neville, J., held that the scale of remuneration set out therein applied to a case to counsel before, and in contemplation of an action.

Leaving aside such matters as probate work, for which a special scale of remuneration is provided, and other work for which there is also prescribed scales of remuneration, it will be found that the work of a solicitor may be classified under three broad heads, namely, completed conveyancing work, litigation or business transacted in a court or in the chambers of a judge or master, and all other work, whether conveyancing or otherwise, not falling under the two preceding heads. The remuneration in respect of this latter class of work is to be based on the allowances provided by Sched. II of the General Order of 1882.

With this principle in mind it will not be difficult to determine the proper basis of remuneration for most of the miscellaneous work that comes the solicitor's way. Thus, all matters relating to income tax, up to the time when a case is stated for the opinion of the High Court, will come under the heading of "other work" referred to in s. 2 of the General Order, and the remuneration will be regulated by Schedule II, suitably adapted. So soon as a case is set down for the opinion of the High Court though, the work will fall under the heading of that which is transacted in a court, and the Solicitors' Remuneration Act will cease to apply. The remuneration will then be regulated by the Rules of the Supreme Court. Work done in connection with appeals to the Commissioners should, it is submitted, fall within the scope of Sched. II.

A difficulty arises when we come to the question of the remuneration to which a solicitor is entitled for attending such an enquiry, as, say, an inquest. It is true that a Coroner's Court is regarded as a court of record, although doubt has been expressed as to this, but it is doubtful whether the draughtsman of s.2 of the 1882 Order contemplated or intended that such courts as Coroner's Courts should be included in the term used in the section, and this view is strengthened

by the words which immediately follow the term "Court." If this view is correct and inasmuch as no special scale of costs is made to apply to work done in connection with an inquest, then it seems that one can only fall back on Sched. II as a guide to the proper remuneration. Even so, however, it must not be overlooked that the taxing master may, in extraordinary cases, increase or diminish the charges allowed by Sched. II, if for any special reasons he thinks fit. This direction, notwithstanding that it follows immediately after the provision for attendances, applies to the whole of the charges set out in Sched. II, see *re Mahon* [1893] 1 Ch. 512. Accordingly, whether or not a court of inquiry, such as a Coroners' Court, is a court within the meaning of s. 2 of the Order of 1882, it seems fairly clear that upon taxation, the taxing master would have to make such allowance for the solicitors' remuneration as is just, for if the business concerned fell outside the scope of Sched. II, and no special scale of fees is provided, then the taxing master would follow the scale of fees applicable to somewhat similar business.

The question whether or not this class of business is a proper subject for the application of Sched. II is not unimportant however for it will be remembered that the statutory increase of 20 per cent. applies to this Schedule. The whole question centres round the proper interpretation of the word "Court" used in s. 2 of the General Order 1882. As indicated above, it is doubtful whether courts of enquiry were intended to be included in the term.

Company Law and Practice.

The Improper Use of the Seal.

One of the effects of registration of a company's memorandum is that, by s. 13 (2), the subscribers thereof, together with subsequent members of the company, become a body corporate by the name contained in the memorandum, capable forthwith of exercising all the functions of an incorporated company, and having perpetual succession and a common seal, together with the great benefit of limited liability. Furthermore, the seal of every company must have the company's name engraven on it in legible characters, s. 93 (1) (*b*).

It is obvious that considerable responsibility rests upon those to whom is entrusted the affixing of the seal on the company's behalf, and this week I am going to consider some aspects of the consequences which follow upon an improper exercise of this duty, primarily in connection with forgery. The regulations of Table A as to this sealing of instruments are contained in cl. 71: "The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the board of directors, and in the presence of a director and of the secretary or such other person as the directors may appoint for the purpose; and that director and the secretary or other person as aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence." Most articles are in substance to much the same effect as and contain wording similar to this clause, though it is often provided, as a greater safeguard, that two directors and the secretary shall be present when the seal is affixed and shall sign the instrument.

The leading case on the question of the improper affixing of a company's seal is *Ruben* v. *Great Fingall Consolidated* [1906] A.C. 439. To summarise the facts in that case, the appellants advanced in good faith a sum of money to the secretary, Rowe, of the respondent company for his own purposes on the security of a share certificate of the company issued to them by the secretary certifying that the appellants were registered in the company's register of shareholders as transferees of shares. This certificate was, in point of form, in accordance with the company's articles of association, inasmuch as it bore the seal of the company and appeared to be signed by two of the directors and countersigned by the secretary. The seal of the company was, however, affixed to it by the secretary fraudulently and without authority, and the signatures of the two directors were forged by him. In an action against the company for damages for refusing to register the appellants as owners of the shares, it was held by the House of Lords that, in the absence of any evidence that the company ever held out the secretary as having authority in this behalf to do anything more than the mere ministerial act of delivering share certificates, when duly made, to the owners of shares, the company were not estopped by the forged certificate from disputing the claim of the appellants, or responsible to them for the wrongful action of their secretary. Lord Davey, after observing that the appellants' case seemed to him as full of holes as a colander, said, at p. 445: "The company has done literally nothing in the transaction, and could do nothing, because in no stage of the transaction did it come before the board of directors, which alone was entitled to speak and act for it. It is admitted that Rowe was the proper person to deliver certificates to those entitled to them. From this harmless proposition the appellants slide into another and a very different one, that it was the secretary's duty to warrant on behalf of the company the genuineness of the documents he delivered. There is no evidence that any such duty or power was, in fact, entrusted to Rowe, and it is too great a strain on my powers to ask me to imply it from the mere fact of his being the secretary or the proper person to deliver documents." The legal proposition of Willes, J., in *Barwick* v. *English Joint Stock Bank*, L.R. 2 Ex. 259, at p. 265, was held to be a complete answer to the appellants, namely: "The general rule is that the master is answerable for every such wrong of the servant or agent as is committed in the course of the service and for the master's benefit." Where, therefore, as in *Ruben's Case*, the secretary is acting fraudulently for his own illegal purposes, no representation by him will bind his employers. A representation made under such circumstances, whether express or implied, is also part of the same fraud, and cannot rightly be considered to be made by the servant as agent or on behalf of his master.

It is appropriate to notice here that the case of *Shaw* v. *The Port Philip and Colonial Gold Mining Company Limited* (1884), 13 Q.B.D. 103, which was relied upon by the appellants in *Ruben's Case* in support of the proposition that the secretary's acts amounted to a warranty by the company of the genuineness of the certificate issued by him, was virtually overruled by the latter case, Lord Macnaghten observing that he thought it could not be supported unless a forced and unreasonable construction be placed on the admissions which were made by the parties in that action, while Lord Loreburn, L.C., held the same opinion.

But *Ruben's Case* is important also in so far as it dealt decisively with the question of forgery as affecting the principle which emerges from *The Royal British Bank* v. *Turquand*, 6 E. & B. 327; that is to say, a stranger who deals with a company has a right to assume, as against the company, that all matters of internal management have been duly complied with. Lord Loreburn, L.C., remarked in *Ruben's Case*, at p. 443: "I cannot see upon what principle your lordships can hold that the defendants are liable in this action. A forged certificate is a pure nullity. It is quite true that persons dealing with limited liability companies are not bound to inquire into their indoor management, and will not be affected by irregularities of which they had no notice. But this doctrine, which is well established, applies only to irregularities that otherwise might affect a genuine transaction. It cannot apply to a forgery."

This passage was adopted by Bankes, L.J., in *Kreditbank Cassel G.m.b.H.* v. *Schenkers Limited* [1927] 1 K.B. 826, which dealt with bills of exchange. The defendant company there, by its memorandum, had power to sign, draw, accept and indorse bills of exchange, and by its articles the directors

were empowered "to determine who shall be entitled to sign and make, draw, accept and indorse on the company's behalf bills . . . acceptances, indorsements . . ." The defendants' business was that of forwarding agents and they had a branch at Manchester under a branch manager, S.C., who, without having received any authority from the defendants, and acting in fraud of them, drew seven bills, purporting to do so on the company's behalf, "S.C. Manchester Manager"; they were drawn to the order of the company, accepted by C. & W. Ltd., in which company S.C. was interested, and indorsed on the defendants' behalf "S.C. Manchester Manager." Upon their dishonour by the acceptors, the plaintiffs as holders in due course sued the defendants as drawers. It was held (*inter alia*) that the bills were forgeries and therefore, applying *Ruben's Case*, the plaintiffs could not escape the duty of inquiring into the indoor management of the defendant company: the defendants were held not liable on the bills, Bankes, L.J., observing at p. 835, that, short of an estoppel, s. 24 of the Bills of Exchange Act, 1882, did not help the plaintiffs. See also *Slingsby* v. *District Bank Limited* [1931] 2 K.B. 589.

The facts in *South London Greyhound Racecourses Limited* v. *Wake* [1931] 1 Ch. 496, are too complicated for me to detail them here. Suffice it to quote a short passage from the judgment of Clauson, J., at p. 509: "There is one distinction to be drawn between *Ruben's Case* and this present case. In *Ruben's Case* it was held that a company was not bound by a document to which the seal had been affixed without authority and on which the signatures of the attesting directors were forged. In the particular case before me the signature of an attesting director is a true signature. It is the affixing of the seal to the certificate which is the element of forgery in this case." He said further that he could see no difference in principle between that case, a proper appreciation of which is dependent upon knowledge of the facts, and *Ruben's Case*.

It is apparent, then, that the question of estoppel is all important; and it is clear from *Bank of England* v. *Trustees of Evans' Charities*, 5 H.L.C. 389, that to give rise to an estoppel, the negligence of a corporation must be negligence in or immediately connected with the act by which the loss arises. This case was followed in *The Mayor, &c., of Merchants of the Staple of England* v. *The Governor & Company of the Bank of England*, 21 Q.B.D. 160, where the plaintiffs, a corporate body, left their seal in the custody of their clerk, who, without authority, affixed it to powers of attorney, under which certain stock in the public funds, the property of the plaintiffs, was sold. The clerk appropriated the proceeds. The plaintiffs claimed to be entitled to the stock, on the ground that it had been transferred, without their authority, by the defendants. It was held by the Court of Appeal that, assuming the plaintiffs had been negligent, their negligence was not the proximate cause of the loss, and did not disentitle them from recovering in the action.

In conclusion, it is important to remember the point, which my readers will probably have appreciated already, that if the seal is affixed without authority, it follows that the act cannot be that of the corporation, which is bound then only by estoppel. There must, it seems, be some authority for the affixing in order for the rule in *Royal British Bank* v. *Turquand*, *supra*, to apply. That this is so appears from *County of Gloucester Bank* v. *Rudry Merthyr Steam and House Coal Colliery Company* [1895] 1 Ch. 629; the directors of the colliery company had power under its articles to fix the number of their body which should form a quorum, and by resolution the quorum was fixed at three. A meeting of directors, at which two only were present, authorised the secretary to affix the company's seal to a mortgage, which was accordingly done by the secretary in the presence of the same two directors; as between the company and the mortgagees, who had no notice of the irregularity, the execution of the deed was held valid, following *Royal British Bank* v. *Turquand*.

A Conveyancer's Diary.

Implied Grants—Limiting Provisos.

A CONVEYANCING point has recently been brought to my notice which I think may be of interest to the reader and is one which deserves attention.

It is a common experience for a conveyancer acting for a vendor to be met with the question whether he should insert in a draft conveyance some proviso in qualification of the "general words" implied in conveyances under s. 62 (1) of the L.P.A., 1925.

The question generally arises when a vendor sells part of his land, retaining a part, but there is nothing in the contract regarding any footpaths or ways or other *quasi easements* which have been used in connection with the land conveyed.

A simple example may be taken. A vendor sells part of his land and it transpires that he has habitually used a footpath to that land over the land which he retains. If the footpath is apparent, a purchaser taking a conveyance without any reference to it has a right to assume that a right of way over the footpath is included in the conveyance to him, unless there is something in the conveyance to deprive him of that right.

Section 62 (1) of the L.P.A., 1925, reads as follows:—

"A conveyance of land shall be deemed to include and shall by virtue of this Act operate to convey, with the land, all . . . ways, waters, watercourses, liberties, privileges, easements, rights, and advantages whatsoever, appertaining or reputed to appertain to the land, or any part thereof, or at the time of the conveyance, demised, occupied, or enjoyed with or reputed or known as part or parcel of or appurtenant to the land or any part thereof."

The object of that sub-section (and of the corresponding s. 6 (1) of the Conveyancing Act, 1881) was to simplify and shorten conveyances by implying words which had formerly been used, but were in fact mostly superfluous. In other words, the "general words clause" which had become a remarkable and absurd agglomeration of verbiage was cut out of conveyances as being implied therein, which, apart from statute, it would for the most part almost always have been.

The question, however, which the modern conveyancer acting for a vendor has to consider is whether, having regard to the statutory provision, he is entitled to limit the implied grant of apparent *quasi easements* such as footpaths, etc., to such as the contract mentions or as are necessarily to be implied as included in what the vendor has agreed to convey.

It is important to notice that the sub-section only applies to "a conveyance" and not to a contract, which is not "an assurance of property or an interest therein," within s. 205 (1) (ii) of the L.P.A., 1925.

As s. 62 (1) of the L.P.A. is not intended to do more than imply in conveyances what ought, having regard to the contract, to be expressed, the question arises whether the words so implied by the sub-section should or should not be restricted.

There are two recent authorities on this subject to which I may refer.

In *Clark* v. *Dawes* [1929] 2 Ch. 368, the facts were that the plaintiff conveyed land to the defendant. Over adjoining land of the plaintiff there was a track which had been used by him and his predecessors in title as a means of access to the land conveyed to the defendant. There was no mention of this track in the conveyance to the defendant, nor any proviso limiting or qualifying the effect of s. 62 (1) of the L.P.A., 1925.

The plaintiff sued the defendant claiming a declaration that the defendant was not entitled to a right of way over the track in question and further that the conveyance ought to be rectified by the express exclusion of any right of way which might be implied under the statute.

Luxmoore, J., held that the right to use the track was, at the time of the conveyance, reputed to be enjoyed with the

land conveyed and that the conveyance carried with it such right for the purposes for which it had been theretofore enjoyed.

His lordship, however, found that on the evidence in that case neither of the parties had intended that any such right of way should be included in the conveyance, and that if the question had been raised before the conveyance and the court had been asked to decide what the form of the conveyance should have been, a proviso excluding the operation of s. 62 (1) so far as the track in question was concerned would have been inserted in it. The plaintiff was therefore held to be entitled to rectification on the ground that there was a mutual mistake between the parties as to the terms of the conveyance.

A later case is *Borman* v. *Griffith* [1930] 1 Ch. 493. In that case it transpired that the plaintiff was the tenant of land under an agreement for a lease for seven years. Over adjoining land, which belonged to the plaintiff's landlord at the date of the agreement, there was a carriage drive leading to the defendant's land and apparently then used in connection therewith. The land over which the carriage drive ran was afterwards leased to the defendant who refused to allow the plaintiff to use it. The plaintiff claimed to be entitled to a right of way over the carriage drive, relying upon s. 62 (1) of the L.P.A. The plaintiff also claimed a right of way of necessity.

It was contended that the agreement under which the plaintiff held was a "conveyance" within the meaning of s. 62 (1) of the L.P.A., but Maugham, J., held that it was not and made some observations which should be noted. His lordship said "that where as in the present case two properties belonging to a single owner and about to be granted are separated by a common road or where a plainly visible road exists over the one for the apparent use of the other and that road is necessary for the reasonable enjoyment of the property a right to use the road will pass with the quasi-dominant tenement unless by the terms of the contract that right is excluded."

The plaintiff succeeded in the action having convinced the learned judge that the right of way over the carriage drive was apparent and reasonably necessary for the enjoyment of the property.

My object in drawing attention to these cases is to bring it home, as it were, to the reader that it is important in many instances to exclude s. 62 (1) in part if not altogether and so avoid trouble in the future.

Landlord and Tenant Notebook.

Tenant's Duty to Paint.

A DUTY to paint demised premises may be imposed on the tenant by a covenant wholly or mainly devoted to the subject. Or the matter may be mentioned, among others, in a covenant to repair. Thirdly, a repairing covenant which does not contain the word "paint" may, in some circumstances, imply the obligation. And, lastly, though I know of no modern case in point, I see no reason why in similar circumstances a tenant for years should not be liable in tort for permissive waste, in the event of decay which could be prevented by the timely application of good paint.

The authorities and statutory enactments containing the law on the subject are somewhat scattered in most text-books, and I propose to attempt to arrange most, if not all of them, in this article, in convenient form.

An elaborate covenant to paint to be found in many leases is that by which the tenant undertakes that he will "once in every three years of the said term (and also during the last year thereof) paint the outside wood and iron and stucco and cement work of the said demised premises with two coats of good oil and white lead paint in a proper and workmanlike manner. And also will once in every seven years of the said term (and also during the last year thereof) paint all the inside wood and iron work usually painted of the said demised premises with three good coats of good oil and white lead paint in a proper and workmanlike manner." I have also seen an improvement upon this, namely, a provision added by which the tenant was obliged to submit the materials to the covenantee before applying them.

However, no question of interpretation seems to have arisen in connection with this covenant, though the point has been mooted whether the paintings provided for could be done gradually, provided they were completed each within its prescribed period, or whether the covenant calls for the application of the specified coats to the whole subject-matter by one series of operations.

On this, a variation of the covenant which names definite periods for painting is of interest, and while no one, of course, can, even with the use of the modern spray, paint all that is "usually painted" at once, the form has definite advantages. In *Kirklinton* v. *Wood* [1917] 1 K.B. 332, the executors of a tenant under covenant to paint in the year 1916 had exercised a power to determine at six months' notice so that the lease determined on 1st March, 1916, but it was held that this did not absolve them.

The covenant is usually drawn so as to make painting in the last year obligatory, and a tenant holding from year to year under a void agreement for a lease with this provision, was held bound to fulfil it when he stayed on till the time came: *Martin* v. *Smith* (1874), L.R. 9 Exch. 50.

It is a long time since there has been any question of the measure of damages in the case of an express covenant to paint, but attention should be paid to *Harris* v. *Jones* (1832), 1 Moo. & R. 173, in which, when it appeared that the premises were no worse off, the judge directed an award of nominal damages. It should be mentioned that the lease was for six years only: the covenant provided for painting the exterior in every third year, the interior in the fifth year; and the report seems to record that only the second of these obligations had been left unperformed. Also, one must remember that paint probably lasted better in the days before the Industrial Revolution.

As these covenants seem designed to cover ornamental paintwork, I may at this stage refer to L.P.A., 1925, s. 147, which has given the court power to relieve the recipient of a notice (which, I take it, may be a forfeiture or any other kind of notice) to effect "decorative repairs." The power is limited to cases of internal decoration, and the statute excludes covenantors who have never fulfilled a covenant to put into decorative repair those under covenant to yield up premises in a specified state; nor does the power extend to decorative repairs necessary for sanitary reasons, for the preservation of the structure, or necessary in order to keep premises under the Housing Act fit for human habitation.

Coming to the effect of covenants in which painting is more-or-less casually referred to, it is of interest to note that such a reference has helped to decide a question of construction. In *Pinero* v. *Johnson* (1829), 6 Bing. 206, the issue was whether a memorandum amounted to an agreement for a lease or whether there was merely a yearly tenancy, and the presence of a covenant "to keep the premises in good repair and to paint all outside wood and iron twice with good oil colours every second year," was considered inconsistent with an intention to create a tenancy from year to year.

When, as is usually the case, the word "paint" is found among a long list of other verbs expressing obligations, the effect is to reduce rather than to add to the extent of the duty. In *Scales* v. *Lawrence* (1860), 2 F. & F. 289, a seven-year lease contained a tenant's covenant "to repair, uphold, sustain, paint, glaze, cleanse, scour, etc., with all needful and necessary reparations and cleansings . . . and the premises in such repair to deliver up, reasonable wear and tear excepted." The tenant painted the place in 1853—the first or second year of the term—and did not repeat the process. At the

expiration, the plaintiff made his claim on the footing that it should have been repeated, and his expert evidence was to the effect that it was usual to paint the inside once every seven, the outside every three years. But it was held that there was no obligation to paint again before leaving except in so far as might be required by reason of actual dilapidations or destruction of paint; and the summing-up points out that the use of the word "cleanse" in the covenant tended to show that where good paint was merely dirty, washing would suffice. Likewise in *Moxon* v. *Townshend* (1886), 2 T.L.R. 717 (affirmed, 3 T.L.R. 392, C.A.), when the repairing covenant in a twenty-one year lease of a Belgrave-square house contained the word "paint" flanked on the one side by "well and sufficiently repair, uphold, support, sustain, maintain, slate, tile, glaze, lead" and on the other by "pave, purge, scour, cleanse, empty, amend" (and without any reference to fair wear and tear), experts who assessed the damages at the end of the term at £78 and £83 were opposed by one who considered that £7 2s. would meet the case; and as he was the only one who had examined the premises in relation to the covenant, and the judge held that this covenant might under some circumstances oblige the covenantor to paint throughout, but under others, including those before him, might leave him free not to paint at all, judgment was given for an amount of £12 paid into court.

The question of liability to paint imposed by a repairing covenant which is silent on the point is more delicate. In the somewhat sketchily reported *Monk* v. *Noyes* (1824), 1 C. & P. 265, it was held that a covenant that the tenant should and would substantially repair, uphold and maintain carried with it the duty to keep up the painting of inner doors, inside shutters, etc., and the case is sometimes cited as an illustration of the higher standard demanded by that covenant than by an ordinary covenant to keep in good and tenantable repair. The position under the latter was gone into in *Crawford* v. *Newton* (1886), 2 T.L.R. 877, C.A., when, in a claim for dilapidations at the end of a five-year term one coat of paint in a portion of the premises where decay had set in was allowed, and a distinction was drawn between preserving and ornamental work. But the leading case on the covenant to keep and leave in good tenantable repair is *Proudfoot* v. *Hart* [1890] 25 Q.B.D. 42, C.A., at all events as regards painting; on other points the authority is, I know, no longer valid or requires explanation (see *Anstruther-Gough-Calthorpe* v. *McOscar* [1924] 1 K.B. 716, C.A., and L.T.A., 1927, s. 18). In his judgment, after discussing re-papering and holding that it was a matter of degree and of what a reasonably minded tenant of the class likely to take the house would require, Lord Esher, M.R., said: "The same view applies to painting. If the paint is in such a state that the woodwork will decay unless it is repainted, it is obvious that the tenant must repaint, but I think that his obligation goes further than this. If the tenant leaves a house in Grosvenor Square with painting only good enough for a house in Spitalfields he has not discharged his obligation. He must paint it in such a way as would satisfy a reasonable tenant taking a house in Grosvenor Square."

As to an action for waste, founded on privity of estate, "Rolle's Abridgment," II, 816, art. 37, mentions two cases in which lessees were held liable for permitting walls to be in decay "*pur defalt de daubing*" as it was called in the one (*Newell* v. *Dunning*), or "*in defectum oblimationis Anglicè dawbing*" as it was spelt in the other (*Corbet* v. *Stonehouse*).

CORRECTION—"THE COST OF KILLING."

In an article entitled "The Cost of Killing," which appeared in our issue of 13th April, at p. 261, it was stated that in the case of *Rose* v. *Ford* damages for the curtailment of life were not claimed. We are informed that there was no failure to claim damages on this account, and that the learned judge in fact rejected the claim on the ground that there was no evidence of any mental suffering. We apologise if any misapprehension has been caused by the error.

Our County Court Letter.

THE RIGHTS AND LIABILITIES OF DAIRYMEN.

IN the recent case of *Bladen Dairies, Ltd.* v. *Nichols*, at Bournemouth County Court, the claim was for £44 11s. 11d. as the balance due from the defendant as a roundsman. The case for the plaintiffs was that the amount claimed was due in respect of milk supplied to customers on credit, for which the defendant was accountable. The defendant's case was that he took over the round for a week, on the understanding that, if it did not produce a living wage, his commission would be made up to £2 10s. a week. After paying the plaintiffs £1 for van hire, and £1 as a deposit, the defendant finished the week with 3s. 8d. and was therefore put on a weekly salary of £2 12s., no deduction being made for the use of the van, or for petrol and oil. The defendant was told to deduct his wages from the takings, but, after he had worked from 4 a.m. to 4 p.m. for ten weeks, there was still £30 outstanding on the round. His Honour Judge Hyslop Maxwell held that, although the defendant was originally an agent on commission, he subsequently worked the round on a wage basis. It appeared that £34 was owing to the plaintiffs, who were entitled to judgment for that amount, but with two-thirds of the costs only, as the defendant had succeeded on the issue as to whether he was employed as an agent or as an employee. It was pointed out that a written agreement would have been more satisfactory.

THE CONTRACTS OF DOMESTIC SERVANTS.

THE rights of householders were illustrated in the recent case of *McDougall* v. *Donaldson* at Gloucester County Court, in which the claim was for £2 10s. as damages for breach of contract. The case for the plaintiff was that he employed the defendant as from the 28th October, on the terms that she was to live in and be paid £2 10s. a month. The defendant worked satisfactorily for a month, and duly received her wages, but three days later the plaintiff's wife and daughter left the house during the afternoon. On their return, they found that the defendant had packed her luggage and gone, leaving all the doors open. A number of valuables were in the house, and it transpired that a neighbouring house was visited by thieves the same afternoon. The above sum was therefore claimed, as a month's wages in lieu of notice, and His Honour Judge Kennedy, K.C., gave judgment for the amount claimed, with costs. A difficulty in such cases may be that the maid is under the age of twenty-one, and therefore entitled to plead infancy as a defence to a claim for breach of contract. On the other hand, a minor can sue for wages without a next friend, under the County Courts Act, 1888, s. 96.

AUCTIONEERS' MANAGER'S NOTICE.

IN *Best* v. *Jolliffe Flint and Co.*, recently heard at Bournemouth County Court, the claim was for £48 as damages for wrongful dismissal. The plaintiff's case was that he was employed from the 17th January, 1934, until the 8th February, 1935, as manager to the defendants, who were house and estate agents. He was paid £3 3s. a week as a salary and 10 per cent. commission, and his salary was raised to £4 a week on the 17th January, 1935. Nevertheless, he was subsequently given a week's notice, although there had been no complaints, beyond what would arise in any office. The defendants' case was that they had been sued for negligence by a property owner, owing to a wrong price having been quoted by the plaintiff, in dictating a letter. On another occasion, some silver articles were found in a cupboard, during an auction, and the plaintiff had weighed them on kitchen scales instead of on a silver-weighing balance. His Honour Judge Hyslop Maxwell observed that there were no complaints until last January, and the defendants had shown no cause for dismissing the plaintiff, except on proper notice. A week's

notice was inadequate, but three months (as claimed) was too much. As £4 had been paid, judgment was given for £12 and costs.

RECENT DECISIONS UNDER THE WORKMEN'S COMPENSATION ACTS.

AWARD ON LOSS OF EYE.

In *Marshall* v. *Winterbottom*, at Sheffield County Court, the applicant (aged eighteen) had been employed as a scale cutter, and the sight of one eye had been practically destroyed by a flying fragment. An agreement of settlement for £100 had been reached between the parties, but the Blackburn Philanthropic Approved Society contended that this was inadequate. Having tested the applicant's ability to read printed matter (using both eyes) and also his ability to count the fingers of a hand held up, His Honour Judge Frankland ordered the agreement to be recorded, the costs to be paid by the approved society.

INCAPACITY FROM RECURRENT ULCERS.

In *Conduit Colliery Co. Limited* v. *Clewley* at Walsall County Court, an application was made for termination or diminution of compensation, paid under an implied agreement. The respondent, in February, 1930, had caught his left shin against a locker, which was projecting from a tub, and the injury had turned septic. Compensation at 20s. 4d. had been paid, and was continuing, but the applicants contended that total incapacity had ceased, as from August, 1934, and termination or diminution was sought as from October, 1934. The applicants' medical evidence was that the respondent could do light work, viz., "bat" picking, for which a seat would be provided for him. The respondent contended that he could not even walk, as he weighed 19 stones, and his leg kept on breaking down. In spite of treatment in hospitals, from which he had been discharged healed, he had an open ulcer last October, which was liable to recur. The respondent denied that he had ever served in the bar, or played billiards at a club, of which his wife was stewardess. His Honour Judge Tebbs observed that the respondent's condition, on any given date, might be misleading, as there was a history of recurrent breaking down. It was doubtful if the respondent would ever work in a colliery again, and the application was dismissed, with costs.

ADDED PERIL IN COAL MINES.

In a recent case at Consett County Court (*Urwin* v. *Consett Iron Co. Ltd.*) an award was claimed in respect of an accident arising out of and in the course of the applicant's employment as a face conveyor lad. His case was that, having been told by a coal hewer to travel up the conveyor belt face (to see how many tubs had been filled) he had to cross the moving conveyor, in which his foot was caught and injured. The applicant had only been at work two days, when the accident occurred, and the evidence on his behalf was that he had followed a custom of thirty years, which had never been objected to, since belts were first installed. Hewers often sent boys on such errands, and they therefore had to cross the conveyor belt. The respondents' case was that the accident was due to the applicant's laziness, as he had actually ridden on the belt, instead of only crossing it. Although the regulations were silent as to such a haulage (which had a speed less than 3 miles an hour) it was contended that they extended to conveyor belts. His Honour Judge Thesiger held that there was a practice of boys going to see how many tubs were loaded, but that there was sufficient travelling way without getting on to the conveyor. In view of the breach of the regulations, the accident had not happened in the course of the employment, and the application was therefore dismissed.

Reviews.

Lotteries and the Law, including the provisions of the Betting and Lotteries Act, 1934. Second Edition, 1935. By C. F. Shoolbred, B.A., LL.B. (Cantab.), of the Middle Temple, Barrister-at-Law. Demy 8vo. pp. xvi and (with index) 90. London, Liverpool, Birmingham and Glasgow: The Solicitors' Law Stationery Society, Limited. Cloth bound, 6s. net. Paper bound, 5s. net.

Of all the statutes passed to regulate and limit the pleasures of gambling, none has yet either aimed at or succeeded in complete prohibition. The Betting and Lotteries Act, 1934, which has necessitated a new edition of this valuable little manual is well in keeping with tradition, for while it imposes strict limitations on lotteries and prize competitions, which are all, subject to Part II, declared illegal by s. 21, it nevertheless exempts lotteries promoted as incidents to certain entertainments as well as "private lotteries" as defined by s. 24. Part II of the Act came into force on 1st January, 1935, and the repeal of all the old lottery Acts considerably cuts down the size of the Appendix of relevant statutes. The author notes that the restrictions on advertising may prove unpopular, and in this connection it may be observed that one of Mr. A. P. Herbert's delightful "Misleading Cases," recently reported in *Punch*, was a prosecution of a tavern keeper for publishing a list of prizewinners in a lottery contrary to s. 22 (1) (*c*), by tuning his wireless set in to a foreign wireless station. The chapter on "Definition" should be of great assistance to practitioners. It is interesting to note that the unsuccessful "Crosswords Prosecution" of Odhams Press Limited before Mr. Dummett at Bow Street on 8th April, 1934, had its counterpart in an unsuccessful prosecution for instituting a crossword competition in 1928 (*The Times*, 2nd March, 1928). The later prosecution, however, differed from the earlier because s. 26 of the 1934 Act definitely prohibits competitions "success in which does not depend to a substantial degree upon the features of skill." Among other important features the chapters on Penalties and the liability of Corporations and on Automatic Gaming Machines should prove of great assistance to those consulting the book. The work deals with practical problems in a practical manner and gives real guidance to all who have to deal with such matters.

Books Received.

Elements of Insurance Law relating to all Risks other than Marine. By M. P. Picard, LL.B., Bacon Scholar of Gray's Inn, Barrister-at-Law. 1935. Demy 8vo. pp. xii and (with Index) 178. London: Sweet & Maxwell, Ltd. 7s. 6d. net.

The Agricultural Marketing Acts. By H. M. Conacher, B.A. 1935. Crown 8vo. pp. viii and (with Index) 192. Edinburgh: W. Green & Sons, Ltd. 10s. net.

Arbitration and Awards. By D. F. de l'Hoste Ranking, M.A., LL.D., Ernest Evan Spicer, F.C.A., and Ernest C. Pegler, F.C.A. Sixth Edition, 1935. Edited by C. A. Sales, LL.B., F.S.A.A., and W. W. Bigg, F.C.A., F.S.A.A. Royal 8vo. pp. xxiv and (with Index) 210. London: H. F. L. (Publishers), Ltd. 7s. 6d. net.

Report to the Lord Chancellor on H.M. Land Registry for the Financial Year 1934–35. By the Chief Land Registrar. 1935. London: H.M. Stationery Office. Price 6d. net.

Labour's Way with the Commonwealth. By George Lansbury, M.P. 1935. Crown 8vo. pp. 119. London: Methuen & Co. Ltd. 2s. 6d. net.

Butterworth's Yearly Digest of Reported Cases for 1934. Edited by W. S. Goddard, M.A., of Lincoln's Inn, Barrister-at-Law. 1935. Royal 8vo. pp. xviii and 368. London: Butterworth & Co. (Publishers), Ltd.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Suing for Lump Sum Bills.

Q. 3158. At the conclusion of prolonged divorce proceedings we rendered a "Lump sum statement" of our costs to our client, a successful petitioning husband. This statement consisted of about twelve folios, briefly setting out the work done, but without itemised charges. The statement concludes "Details of all these charges amount to the sum of £*a. b. c.*—say £*x. y. z.*"; this represented a reduction of approximately 25 per cent. We now propose to sue for our costs, but:—

(1) As the statement is not, apparently, a "bill of costs" within the meaning of the Solicitors Act, do you consider that we can withdraw it, deliver an itemised bill for the larger amount, and sue for the larger amount with any likelihood of success?

(2) If you consider that the statement is a "bill of costs" within the Act, you will probably consider that we are bound by *Re Jones*, 54 L.T. (N.S.) 648, and similar cases. If so, should we then have to deliver an itemised bill showing the correct—and much larger—total, but setting out the reduced amount of the statement as the amount claimed before we could sue?

A. An action for the recovery of a bill of costs cannot be commenced until the expiration of one month from the date of delivery: see Solicitors Act, 1932, s. 65. The bill must be delivered in accordance with the requirements of the section, which are, briefly, that it must be signed by a partner in the firm, or accompanied by a letter so signed. It was held in *Pomeroy and Tanner* (*No.* 2) (1897), 76 L.T. 149, that in order to comply with the Act the bill must give sufficient information to enable the party to be charged and the taxing master to judge whether it is reasonable. Anything short of an itemised bill would therefore appear to be insufficient. It was held in *Re Mackenzie*, 69 L.T. 751, and *Re Carthew*, 27 C.D. 485, that where a bill is delivered subject to an allowance, then for the purpose of taxation the amount of the bill is the larger amount, and if more than one-sixth of this larger amount is disallowed, the solicitor himself will have to bear the costs of taxation. The learned judge in the last cited case stated that the words "say £——" meant that the solicitor was prepared to accept that sum to avoid taxation. If, therefore, the offer is not accepted, it seems that the client will be liable for the amount at which the costs are taxed. No question of withdrawing the bill arises. An itemised bill should be delivered with a letter to the effect that, unless the offer to take £—— is accepted within a specified time, not less than a month hence, the offer will be withdrawn, and the client will be sued for the full amount of the bill.

Taxation of Costs by Client.

Q. 3159. A local authority has been engaged in arbitration proceedings settled on terms (*inter alia*) that each party shall pay its own costs. The authority was represented by its clerk, a solicitor acting by his London agents, and now requires the costs to be taxed to satisfy the district auditor. The normal procedure would appear to be for the agents to prepare the bill, send it to the solicitor to the authority to serve upon himself as clerk to the authority, and take out an originating summons in the King's Bench Division on behalf of the authority to tax their own costs. It is apprehended, however, that this procedure will leave the costs of taxation untaxed, and that it is impossible to include in the main bill prospective items for taxation in pursuance of an order made on an originating summons which has not yet been issued. Will you please advise whether the procedure outlined is correct, and, if so, how the difficulty which arises may be overcome?

A. The costs of obtaining the order and the costs of the reference should be provided for in the order: see the form of summons on page 11 of Chitty's "King's Bench Forms," 16th ed., and the form of order following it. The forms will also be found in R.S.C., App. K, Nos. 40D and 41. The application will conclude by asking the court to order that the costs of and occasioned by the application shall be borne by the authority. A separate bill will then be made out and lodged in respect of the costs of the application and of the taxation. Alternatively, the order could be framed in such a manner that it directed taxation of the bill of costs, *including* the costs of and occasioned by the application and the costs of taxation, and in this case the latter costs could be added to the bill before it is lodged for taxation.

Rescission of Purchase of Lorry.

Q. 3160. Messrs. A & Co., are motor agents, and Z, a road transport contractor. The latter negotiated with A & Co. to purchase from them a new lorry on hire-purchase terms, and he accordingly signed an order form across a 6d. stamp. The full price to be paid was not mentioned in the order, as the cost of the special body to be supplied was not then ascertained, and so was inserted as "at manufacturers' price." Furthermore, no sum by way of deposit was mentioned in the order, and no deposit was demanded or paid, although an agreed sum to be allowed for Z's old lorry in part exchange was mentioned on the order form. Both parties agree that it was the intention to carry through the deal on hire purchase terms to be arranged with the M. Finance Co., and although this matter was mentioned when the order was signed and the possible terms were discussed, no application form to the M. Finance Co. for a hiring agreement was then or subsequently signed by Z. A few days after signing the order form, Z visited A. & Co. and verbally cancelled the order. Now A. & Co. are threatening to commence proceedings to obtain damages from Z for breach of contract. Will you kindly inform us—

(*a*) Whether the order intended to be subject to a hire purchase agreement is a binding contract when no application even for a hiring agreement has in fact been signed or submitted?

(*b*) Can A. & Co. maintain an action for damages for breach of contract under such circumstances?

(*c*) Is Z's verbal cancellation of the order sufficient without being in writing?

(*d*) Generally as to the position of the parties respectively?

A. (*a*) There has been no binding contract, as the condition with regard to the hiring agreement has not been fulfilled.

(*b*) A. & Co. cannot maintain an action for damages, as there has been no breach of contract.

(*c*) Writing was not necessary in order to cancel the contract, which could be done verbally.

(*d*) The practice is for the sellers of lorries to put the buyers in touch with a finance company, and—not having provided facilities for Z to find the money—A. & Co. are themselves in default. The agreement was inchoate, and A. & Co. have no cause of action.

To-day and Yesterday.

LEGAL CALENDAR.

6 MAY.—Sir John Blencowe, who, after twenty-five years service as a Justice of the Common Pleas, retired at the age of eighty, outlived his faculties. Once he even imagined that he was dead and ordered his servant, accordingly, to lay him out. The man indulging his whim, laid him on the carpet and left him, but after a little time came back and observed that he thought his honour was coming to life again. The old man being by that time tired of his position, assented. He really died on the 6th May, 1726.

7 MAY.—Sir Thomas More, formerly Lord Chancellor, was tried for high treason on the 7th May, 1535. Weakened by imprisonment, he came into court leaning on his staff, but his countenance was cheerful and composed. His alleged treason turned upon his attitude to the Oath of Succession and the King's supreme headship of the Church, and his able defence considerably damaged the evidence which the dishonest Rich, the Solicitor-General, had given against him. But in Henry's reign the verdict was inevitable. He was found guilty and condemned to death, but not before he had delivered a speech before sentence so full of noble dignity and restraint that it stands alone in the records of legal history.

8 MAY.—On the 8th May, 1685, Titus Oates, the imposter, whose evidence in the "Popish plot" trials had condemned so many people was tried for perjury.

9 MAY.—While the pretender, Don Miguel, was fighting Donna Maria, Queen of Portugal, Admiral Napier, though a British subject, commanded a naval squadron in the royal service. In the course of the war he captured a British ship laden with military stores for the rebels. By the Supreme Tribunal of Marine at Lisbon it was condemned as a lawful prize of war, but the owners sued Admiral Napier in the Court of Common Pleas on the ground that his action was in breach of the Foreign Enlistment Act. On the 9th May, 1836, Chief Justice Tindal held that the suit failed.

10 MAY.—"Chief Justice Keeling, on Wednesday last (10th May, 1671) had an old statute executed upon him by a writ of *statum est omnibus semel mori*; but that which is most to be admired in it was that a man of so bilious a complexion should have so phlegmatic a conveyance to the other world as a lethargy." He died at his house in Hatton Garden. Sir Thomas Raymond in recording his death speaks of him as "a learned, faithful and resolute judge." He had been appointed Chief Justice in 1665.

11 MAY.—Spencer Perceval, the successor of Lord Ellenborough as Attorney-General, was one of the few barristers who have been Prime Minister. He was a poor statesman and his chief claim to political immortality is that on the 11th May, 1812, he was murdered in the lobby of the House of Commons. A man with a grievance against the government had hidden in the recess of a door and shot him. Perceval took a few faltering steps forward and fell. Ten minutes later, he died in the room of the Speaker's secretary. The murderer gave himself up without any resistance. "I am the unhappy man," he said, when asked whether it was he who had fired the shot.

12 MAY.—On the 12th May, 1875, Sir John Huddleston was appointed a Baron of the Exchequer. The shadow of the great Judicature Act had already fallen on the ancient court, and it had been decided that the style of Baron of the Exchequer should lapse on the death of the existing holders of the title. Huddleston's patent was the last issued, and he was accustomed to call himself: "The Last of the Barons." He retained his seat on the Bench until his death in 1890, and although he was not a great judge, his courage in the face of suffering and illness deserves remembrance.

THE WEEK'S PERSONALITY.

Never did such an extraordinary figure stand accused in the King's Bench as Titus Oates when he was brought to justice for the perjury which had doomed so many innocent men to death during the scare of the "Popish Plot." "He was a man of an ill cut, very short neck, and his visage and features were most particular. His mouth was the centre of his face and a compass there would sweep his nose, forehead and chin within the perimeter . . . In a word, he was a most consummate cheat, blasphemer, vicious, perjured, impudent and saucy foul-mouth'd wretch." At the height of his power, when his accusation meant death, he had been the most dreaded figure in the courts. Now, on the reckoning day, Chief Justice Jeffries was merciless. When at one point in the trial Oates appealed to all his hearers if he had justice done him, the judge told him he was an impudent fellow; he must appeal to none but the court and the jury; they should stop his mouth if he did not behave himself as he ought; he would suffer none of his Commonwealth appeals to the mob. Inevitably, he was found guilty and sentenced to a heavy fine and imprisonment for life. Besides this, he was to be whipped from Aldgate to Newgate and from Newgate to Tyburn, and to stand in the pillory on certain specified days of every year. The Whig Revolution brought him a pardon and a pension.

AN ALARMING REPORT.

The Lord Chief Justice was recently seriously inconvenienced by an unfounded report that he had been shot at by a burglar. He described the whole thing as "a bad and cruel practical joke." Fortunately, however, the rumour did not spread widely enough to give rise to national alarm such as was created by the report of the death of Lord Brougham, in 1839. The distinguished ex-Chancellor, while out driving in Westmorland, had been involved in a carriage smash. The vehicle had overturned and there had been real danger, although in fact no one had been injured. Somehow or other a report reached London that Lord Brougham had been killed, and next day nearly all the London newspapers came out with leading articles and obituary notices commenting on the career of the supposed deceased. But, with most unusual ill-feeling, the press as a whole showed a decidedly hostile attitude towards his memory, the "Morning Chronicle" almost alone being laudatory.

PREMATURE OBITUARIES.

Few annoyances can be so intense as reading unfavourable obituary notices of oneself, particularly when one's alleged end has been so tragic as a kick from a horse. It is a misfortune which the vast majority of notabilities are happily spared. But worse was to follow when, two days later, it was announced that the whole report was untrue. *The Times*, which was then Brougham's bitterest and most determined enemy in the press, came forward with a grossly vituperative article and the *Examiner* published another headed with the quotation:

"She went to the undertaker
To buy him a coffin,
And when she came back
The dog was laughing."

Direct accusations were made against the supposed defunct of having been privy to the setting about of the rumour for the purpose of mitigating the hostility which most of the newspapers were manifesting towards him. Though there was no direct evidence of this, the ridicule of the whole thing would have killed the reputation of a lesser man, but in three months he was as active as if nothing had happened.

The British Association for the Advancement of Science will meet this year at Norwich from 4th September to 11th September inclusive, under the presidency of Professor W. W. Watts.

Correspondence.

[The views expressed by our correspondents are not necessarily those of THE SOLICITORS' JOURNAL.*]*

Executors and Beneficiaries.

Sir,—In connection with this "Topic," at p. 151 of your issue of 2nd March, readers would be interested in the case of *In re Lewis; Lewis* v. *Lewis*, C.A., L.R. (1904), 2 Chanc. 656. Shortly, a widow had two sons, one here and the other in Patagonia. By her will she appointed the former to be the executor; to the other she left a house but, if he did not come over and claim it, it was to go over to the defendant, the executor. The executor sent a letter telling his brother that the house had been left to him, but did not mention the gift over. The brother did not return. He died, and his son, the plaintiff, took out representation to his estate and claimed the house on the ground that the notice ought to have set out the gift over. Action dismissed. Vaughan Williams, L.J., begins his judgment with the words "This is a very hard case."

It is also a warning to Parliament to look at a bill, for making early notice to beneficiaries compulsory, from the executor's standpoint as well as from that of the beneficiary. Actions against executors for alleged invalid notices would spring up like mushrooms. An observant and judicious member of the Oxford University has inserted in one of his works the following quotation: "Reformers find some mischief still for Parliament to do."

York. A. E. C.
12th April.

Obituary.

Sir HENRY CUNYNGHAME.

Sir Henry Hardinge Samuel Cunynghame, K.C.B., late permanent legal Under-Secretary, Home Office, died at Eastbourne, on Friday, 3rd May, at the age of eighty-six. Educated at Wellington and St. John's College, Cambridge, he was called to the Bar by the Inner Temple in 1875. He was appointed legal Assistant Under-Secretary at the Home Office in 1894. He was created a C.B. in 1900 and promoted to K.C.B. in 1908.

Mr. C. J. T. d'ARCY-HILDYARD.

Mr. Christopher John Thoroton d'Arcy-Hildyard, Barrister-at-law, died at Mwanza, British East Africa, on Friday, 3rd May, at the age of twenty-seven. He was educated at Charterhouse and Pembroke College, Cambridge, and was called to the Bar by the Inner Temple in 1930. He was appointed Resident Magistrate in Tanganyika Territory in June, 1934, and at the time of his death was Resident Magistrate at Mwanza.

Mr. R. EAGLE.

Mr. Richard Eagle, M.B.E., Barrister-at-law, of Essex-court, Temple, died on Thursday, 2nd May. Mr. Eagle was educated at Wellingborough School, and was called to the Bar by Gray's Inn in 1924.

Mr. J. F. WALEY.

Mr. John Felix Waley, Barrister-at-law, died in a nursing home, on Sunday, 5th May, at the age of seventy-two. Called to the Bar by Lincoln's Inn in 1892, he was appointed Secretary to the Council of Legal Education and held that office for eighteen years.

Mr. W. I. CRABTREE.

Mr. William Isaac Crabtree, solicitor, of Bradford, died at Shipley, on Monday, 6th May, at the age of sixty-eight. Mr. Crabtree was admitted a solicitor in 1893.

Mr. A. B. WHITEHOUSE.

Mr. Albert Bernard Whitehouse, solicitor, of Dudley and Kingswinford, died recently at the age of fifty-nine. Mr. Whitehouse, who was admitted a solicitor in 1901, was secretary of the Dudley and Stourbridge branch of the N.S.P.C.C. He was head of the firm of Messrs. Whitehouse and Brettell, of Dudley.

Notes of Cases.

Appeals from County Courts.

Light & Fulton *v.* **McVittie.**

Lord Hanworth, M.R., Romer and Roche, L.JJ.
25th March, 1935.

Costs—Agreement—Solicitors Bill—Disbursements—Counsel's Fees Paid Subsequently—Inherent Jurisdiction of Court.

Appeal from Manchester County Court.

The plaintiffs were solicitors who had been employed to conduct certain proceedings in the Chancery Division in connection with the interpretation of a will on behalf of the defendants to the present action. The construction put upon the will was adverse to their interest and the Court of Appeal upheld the decision. Their costs were in both instances allowed out of the estate. They wished to appeal to the House of Lords, but as it was considered unlikely that if the decision were adverse, costs would again be allowed out of the estate, it was agreed that in such an event the solicitors would only charge their out-of-pocket disbursements. The appeal failed and in March, 1933, the solicitors delivered their bill, which contained some items of fees to counsel which had not been paid, and were not in fact paid until October and December, 1933. No taxation was asked for, and in May, 1934, the plaintiffs brought an action claiming the amount of their bill. The county court judge, having dealt with all the figures, gave judgment for the plaintiffs for £8 15s. 2d. On behalf of the defendants, it was contended (*inter alia*) that that sum could only be arrived at by crediting the plaintiffs with the amount of the fees paid to counsel, and that, inasmuch as these had been paid after the delivery of the bill, they were not disbursements.

Lord Hanworth, M.R., dismissing the appeal, said that when the solicitors brought these proceedings they went into court as officers of the court. There was a power of taxation under the inherent authority of the court over its officers. (*In re Park; Cole* v. *Park*, 41 Ch. D. 362; *In re Johnson and Weatherall*, 37 Ch. D. 433, *Storer* v. *Johnson and Weatherall*, 15 A.C. 203, at p. 206.) The defendants had argued that items had been included in the bill as disbursements which were not disbursements and that the bill was thereby rendered bad. *Sadd* v. *Griffin* [1908] 2 K.B. 510, was relied on, where it was held that "disbursements" meant actual payments before delivery of the bill. Reliance was also placed on *In re Hildesheim* [1914] 3 K.B. 841, where it was held that if the relief granted by Ord. 65, r. 27 (29*a*) were claimed, the precise terms and conditions must be followed. Those cases applied to taxation of a bill before a Master, but not to such a case as this (see also *Lumsden* v. *Shipcote Land Co.* [1906] 2 K.B. 433). The court had inherent jurisdiction to decide the proper remuneration for work done by solicitors. This decision must not be taken as impairing the force of the rule under which unpaid disbursements must be set out under a separate heading.

Romer and Roche, L.JJ., agreed.

Counsel: *Jalland; Harman*, K.C., and *R. Turnbull*.

Solicitors: *Woolfe & Woolfe*, agents for *Percy H. Barker*, of Manchester; *Light & Fulton*.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Eaton *v.* Donegal Tweed Co. Ltd.

Lord Hanworth, M.R., Romer and Roche, L.JJ.
27th and 28th March, 1935.

LANDLORD AND TENANT—UNDERTENANT—BANKRUPTCY OF HEAD LESSOR—NOTICE TO PAY RENT TO RECEIVER—INTENTION TO AVOID DISTRESS—WHETHER VOLUNTARY PAYMENT.

Appeal from Kettering County Court.

Business premises held under a lease for 999 years were sub-let to a trustee for the company at a yearly rent of £180, payable on the 1st January, 1st April, 1st July and 1st October The company sub-let part to the plaintiff at a rent of £175 a year, payable on the usual quarter days, and the plaintiff subsequently sub-let to S at the same rent, payable quarterly. In 1930 B, the owner of the original term, mortgaged his interest in the property. On the 14th June, 1933, a receiving order in bankruptcy was made against him, and next day the Official Receiver gave notice to the defendants requiring the rent to be paid to him. On the 17th June the mortgagees appointed a receiver and gave notice to the defendants and to S, but not to the plaintiff, requiring the rent to be paid to him. Though in fact the receiver was entitled to receive only the rent due from the defendants, S, on the 7th July, not realising that the notice to him was a nullity, paid his rent to the receiver. On the 15th July the plaintiff paid his rent to the defendants. In this action he claimed to recover it from them. They contended that the payment by S could not enure for the plaintiff's benefit and that it was wholly voluntary. The county court judge gave judgment for the defendants.

Lord HANWORTH, M.R., allowing the appeal, said that he took the learned judge's finding of fact to mean that S made the payment in order to avoid the possibility of re-entry for non-payment of rent. The question was whether this was not a voluntary payment, but one which was made under duress. The question of compulsion was considered in *Carter* v. *Carter*, 5 Bing. 406. These were business premises and grievous injury might have been done by a distress. There was "immediate and urgent necessity" for payment within the ruling of Tindal, C.J., in *Valpy* v. *Manley*, 1 C.B., at p. 603. (See also *Jones* v. *Morris*, 3 Ex., at p. 747.) On the authorities, this sum was recoverable.

ROMER and ROCHE, L.JJ., agreed.

COUNSEL: *Norman Daynes*, K.C., and *C. L. Henderson*; *W. N. Stable*, K.C., and *Selwyn Lloyd*.

SOLICITORS: *Boxall & Boxall*, agents for *Wilson & Wilson*, of Kettering; *Layton & Co.*, of Liverpool.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Pearman *v.* Dyer.

Lord Hanworth, M.R., Sir Boyd Merriman, P., and Roche, L.J.
3rd April, 1935.

LANDLORD AND TENANT—RENT RESTRICTION ACTS—POSSESSION—SUBSEQUENT LETTING—APPORTIONMENT ORDER—FAILURE TO REGISTER AS DE-CONTROLLED—SUBSEQUENT REGISTRATION—EFFECT—RENT AND MORTGAGE INTEREST RESTRICTIONS (AMENDMENT) ACT, 1933 (23 & 24 Geo. 5, c. 32), s. 2.

Appeal from Wandsworth County Court.

The landlord, having in September, 1933, obtained complete possession of certain premises in Battersea, till then controlled by the Rent Restriction Acts, let the ground floor in July, 1934, to the defendant at a weekly rent of £1. He had not then applied to register the premises as de-controlled under s. 2 of the Rent Restrictions Act, 1933. On the 3rd October, the defendant applied to the county court to have the standard rent and rateable value of the ground floor ascertained by apportionment, and on the 3rd October an order was made, the apportioned rent being much under the rent agreed. On the 11th October, the landlord obtained a certificate under the proviso to s. 2 (2) of the Act enabling him to register the premises as de-controlled despite the delay. Having registered them and given notice to quit, he brought an action for possession. The county court judge gave judgment for the plaintiff.

Lord HANWORTH, M.R., dismissing the appeal, said that the apportionment order was an order *in rem*, *Aronson* v. *Barker* ("Estates Gazette," 27th October, 1934). But the question remained whether it operated for ever or only till some supervening event caused a change. Such events were mentioned in s. 12 of the Rent Restrictions Act, 1920. Although the apportionment order operated *in rem*, it was not to be treated as applying for ever. For the defendant it had been argued that the apportionment order made it impossible to obtain de-control by subsequent registration. But the court was bound by *Stokes* v. *Little* [1935] 1 K.B. 182; 78 SOL. J. 784, the result of which was that the premises again became de-controlled.

Sir BOYD MERRIMAN, P., and ROCHE, L.J., agreed.

COUNSEL: *W. R. Lawrence*; *Salter Nichols*.

SOLICITORS: *Schultess-Young & Co.*; *Calvert Smith, Bransom & Sutcliffe*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Wath-upon-Dearne Urban District Council *v.* John Brown and Co. Ltd.

Luxmoore, J.

5th, 9th, 13th, 14th and 22nd March, 1935.

LOCAL GOVERNMENT—WATERWORKS—PURCHASE OF UNDERTAKING BY COUNCIL—PURCHASE OF ADDITIONAL LAND—INCLOSURE ACT—MINES—RIGHT OF SUPPORT—DAMAGE TO RESERVOIR—WATERWORKS CLAUSES ACT, 1847 (10 & 11 Vict. c. 17)—WATERWORKS CLAUSES CONSOLIDATION ACT, 1863 (26 & 27 Vict. c. 93)—PUBLIC HEALTH ACT, 1875 (SUPPORT OF SEWERS) AMENDMENT ACT, 1883 (46 & 47 Vict. c. 37)—WATH-UPON-DEARNE URBAN DISTRICT COUNCIL (WATER) ACT, 1898 (61 & 62 Vict. c. ccxxxviii).

A local Act of 1898 incorporating the Waterworks Clauses Acts, 1847 and 1863, gave the Council power to take over the undertaking of the West Melton Waterworks Co. Ltd., s. 15 giving power to purchase additional land and s. 20 to maintain the waterworks. In 1901 they bought land from trustees holding under an Inclosure Act, under which mines and minerals had been separately reserved. Before the conveyance two coal seams had long been worked, one having been worked out. In 1903 the council made two reservoirs and filter beds. In 1911 the company gave the Council notice under the Act of 1847 and the Public Health Act, 1883, of their intention to work the minerals but no counter-notice was sent. In 1913 the Council made two new reservoirs and filter beds, the company's workings being within forty yards. One reservoir cracked and large quantities of water were lost. In 1929 there was another crack and a further loss. Repairs were executed at a cost of over £13,000, and there was no further loss. The Council claimed a declaration that they were entitled to support, damages and an injunction.

LUXMOORE, J., in giving judgment, said that the Inclosure Act must be construed with reference to certain rules (see *Butterknowle Colliery Co.* v. *Bishop Auckland Industrial Co-operative Society* [1906] A.C. 305, and *Butterley Co.* v. *New Hucknell Colliery Co.* [1910] A.C. 381). There was no provision excluding the right of support, and it could not be held that it was impossible to work the mines without letting down the surface (see *Warwickshire Coal Co.* v. *Coventry Corporation* [1934] Ch. 488). At the time of the conveyance there was a right of support in existence. Did it pass to the Council? The principles of *New Moss Colliery Co.* v. *Manchester, Sheffield and Lincolnshire Railway Co.* [1897] 1 Ch. 725, applied.

Pountney v. *Clayton*, 11 Q.B.D. 820, and *Consett Waterworks Co.* v. *Ritson*, 22 Q.B.D. 318, which were relied on by the company, did not conclude the matter. The rights of the trustees under the Inclosure Act passed to the Council, and there should be a declaration that they were entitled to support. There was no need for an injunction, which could be applied for later if necessary.

COUNSEL: *Spens*, K.C., and *Gilbert*; *Archer*, K.C., and *Rabagliati*.

SOLICITORS: *Ridsdale & Son*, agents for *Nicholson & Co.*, of Wath-upon-Dearne; *Johnson, Weatherall & Co.*, agents for *Parker, Rhodes & Co.*, of Rotherham.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Rex *v.* Sandbach; *Ex parte* Williams.

Lord Hewart, C.J., Avory and Humphreys, JJ.
8th April, 1935.

CRIMINAL LAW—RECOGNISANCE ORDER—APPREHENDED BREACH OF PEACE NOT ESSENTIAL—REMEDY WITHIN SCOPE OF "PREVENTIVE" JUSTICE.

This was a rule *nisi* for *certiorari* calling on Mr. J. B. Sandbach, the Metropolitan Magistrate, to show cause why an order made by him on the 10th July, 1934, requiring the applicant, Henry Williams, to enter into a recognisance for good behaviour in the sum of £20 with two sureties of £10 each, or in default to be imprisoned for two months, should not be quashed. Williams was charged with obstructing a police constable in the execution of his duty, contrary to s. 12 of the Prevention of Crimes Act, 1871, as extended by s. 2 of the Prevention of Crimes Amendment Act, 1885. The obstruction alleged was that Williams gave warning to a street bookmaker and thereby enabled him to evade arrest. The magistrate convicted Williams of that offence and no complaint was made of that conviction. It then appeared from the evidence of the police that Williams had been convicted of similar offences three times in 1933, once in January and four times in February, 1934, and that a fine was no deterrent. Mr. Sandbach therefore made the order which it was now sought to quash. The grounds on which it was sought to quash the order were: (1) that the magistrate had no jurisdiction to make the order because there was no allegation or evidence of any actual or apprehended breach of the peace by the applicant or any other person as a result of any conduct of the applicant; and (2) that the magistrate had no jurisdiction to make the order because it in effect imposed on the applicant a penalty different from and possibly more severe than the maximum which could be imposed for the offence of which he was actually convicted—namely, a fine of £5.

Lord HEWART, C.J., said that he was clearly of opinion that the rule ought to be discharged. In his view the case was covered in all material respects by *Lansbury* v. *Riley* [1914] 3 K.B. 229, and especially by the judgment in that case of Avory, J.

AVORY, J., agreed, and said that he did not wish to add anything to his judgment in *Lansbury* v. *Riley*, *supra*. He was not prepared to assent to the proposition that there could be no binding over unless there had been something calculated to lead to a breach of the peace in the sense of violence. He thought that the words "calculated to lead to a breach of the peace" were far more extended than that. The scope of the remedy was "preventive" justice.

HUMPHREYS, J., also gave judgment discharging the rule.

COUNSEL: *R. M. Montgomery*, K.C., and *G. G. Raphael* showed cause; *A. S. Comyns Carr*, K.C., and *Derek Curtis Bennett* supported the rule.

SOLICITORS: *Wontner and Sons*; *Lucien Fior*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

In re Wroot.

Branson, J. 12th April, 1935.

INSURANCE, UNEMPLOYMENT—DRAINAGE BOARD—DRAIN CLEANER—EMPLOYED IN AGRICULTURE—NOT AN INSURABLE PERSON—UNEMPLOYMENT INSURANCE ACT, 1920 (10 & 11 Geo. 5, c. 30), s. 1.

This was an appeal by the Adlingfleet and Whitgift Drainage Commissioners from a decision of the Minister of Labour under the Unemployment Insurance Act, 1920, holding that one, Edwin Wroot, was not a person employed in agriculture and was therefore an insurable person under that Act. The following facts were agreed:—The Adlingfleet and Whitgift Drainage Commissioners, who derived their powers from a statute, are responsible for the provision and maintenance of drains and sewers in a certain wholly agricultural area in the West Riding of Yorkshire. They employ labourers, whose duty it was to clean the drains within the area, to keep them clear of mud and obstruction, and to deepen and to repair the sides of the drains if necessary. Wroot had been since the 6th December, 1933, and still was, regularly employed by the Commissioners as drainer in the work above described, and had been paid at the rate of 40s. a week. By the Unemployment Insurance Act, 1920, s. 1, it is provided that persons of the age of 16 and upwards engaged in employments specified in Part I of the first schedule, not being employments specified in Part II of that schedule, shall be insured against unemployment. Among the employments excluded by Part II of that schedule is employment in agriculture, including horticulture and forestry.

BRANSON, J., said that the case was very near the line, and the solution depended on the nature of the work which Wroot was doing, and, secondly, the nature of the work undertaken by his employers. Wroot's work consisted of keeping clear certain drains in a wholly agricultural area. It seemed to him (his lordship) that the Commissioners were not really carrying on a business, but that they were doing what every individual owner of agricultural land in the area would otherwise have had to do for himself. It was really a case of compulsory co-operative effort by the landowners, each of whom had to contribute towards the cost of keeping Wroot and other workers employed in draining his land. If each farmer had employed his own workmen at that work there could be no doubt that those men would have been employed in agriculture. Because it was found necessary to regulate the matter by statute that did not alter the character of the work that Wroot was doing. He (his lordship) had therefore come to the conclusion that Wroot was employed in agriculture. Appeal allowed.

COUNSEL: *Harold Murphy* for the appellants; *W. Arthian Davies* for the respondent.

SOLICITORS: *Stafford Clark and Co.*, agents for *Simpson, Curtis and Burrill*, Leeds; solicitor to the Ministry of Labour.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Chancery of Lancaster.

Cohen *v* Donegal Tweed Company Limited.

Vice-Chancellor Sir Courthope Wilson, K.C.
18th March, 1935.

LANDLORD AND TENANT—WRIT CLAIMING DECLARATION OF TITLE TO POSSESSION—TERMINATION OF LEASE.

The plaintiffs, as executors of a testator who had leased a shop to the predecessors of the defendants, claimed by writ and statement of claim a declaration that they were entitled to the possession of the demised premises and damages for breaches of covenant, but did not claim an order for possession. The lease contained covenants to repair and a proviso that on breach of covenant it should be lawful for the landlord to re-enter and thereupon the demise should determine. Breaches of covenant were admitted. The defendants

counter-claimed that the claims in the writ and statement of claim had determined the lease at the date of the issue of the writ. The plaintiffs contended that as they had not asked for possession, but only a declaration that they were entitled to possession, the lease had not determined.

THE VICE-CHANCELLOR held that by the declaration claimed the plaintiffs had by an unequivocal act asserted their right to possession and that the lease had determined on the issue of the writ. The cases of *Serjeant* v. *Nash, Field & Co.* [1903] 2 K.B. 304, and *Wilson* v. *Rosenthal* (1906), 22 T.L.R. 233, were mentioned in the judgment.

COUNSEL: *W. Lyon Blease*, for the plaintiffs; *Edward Ackroyd*, for the defendants.

SOLICITORS: *North, Kirk & Co.; Layton & Co.*

[Reported by W. GEDDES, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

Parliamentary News.

Progress of Bills.

House of Lords.

Derwent Valley Water Board Bill.
Read First Time. [7th May.

Easington Rural District Council Bill.
Read First Time. [7th May.

Fylde Water Board Bill.
Read First Time. [7th May.

Glasgow Corporation Order Confirmation Bill.
Read First Time. [7th May.

Harrogate Corporation Bill.
Read First Time. [7th May.

Marlow Water Bill.
Commons Amendments agreed to. [7th May.

Norwich Electric Tramways Bill.
Commons Amendments agreed to. [7th May.

Restriction of Ribbon Development Bill.
Read First Time. [7th May.

Sharpness Docks and Gloucester and Birmingham Navigation Bill.
Commons Amendments agreed to. [7th May.

House of Commons.

Derwent Valley Water Board Bill.
Read Third Time. [2nd May.

Easington Rural District Council Bill.
Read Third Time. [2nd May.

Finance Bill.
Read First Time. [1st May.

Fylde Water Board Bill.
Read Third Time. [7th May.

Government of India Bill.
In Committee. [8th May.

Harrogate Corporation Bill.
Read Third Time. [7th May.

Housing Bill.
Reported, with Amendments. [7th May.

Land Drainage (Great Ouse) Provisional Order Bill.
Read First Time. [7th May.

Newcastle-upon-Tyne Corporation (Quay Extension) Bill.
Read Third Time. [2nd May.

Portsmouth Corporation (Trolley Vehicles) Provisional Order Bill.
Read First Time. [7th May.

Ross and Cromarty (Dornie Bridge) Order Confirmation Bill.
Read First Time. [8th May.

Sheffield and South Yorkshire Navigation Bill.
Lords Amendments agreed to. [3rd May.

Societies.

The Association of County Court Registrars.

The Association held its Annual General Meeting at 60 Carey-street on the 26th April. In moving the adoption of the report, Mr. F. F. SMITH, the President, had again to deplore a diminution in the number of members, due to the amalgamation and abolition of county courts. Whereas in 1920 there were 483 registrars, there are now only 260, and the loss to the resources of the Association has been very serious. He said that the new County Court Act, 1934, introduced great changes, and was accompanied by a set of new rules. The Association was happy to have Mr. Gilbert Hicks, Registrar of Shoreditch County Court, to represent it on the small Rule Committee which was primarily responsible for the drafting of the new rules. The draft had been submitted to the Council of the Association; it filled 125 pages of foolscap and the morning's discussion on it had therefore been chiefly confined to principles. Members would be invited to bring any comments they cared to make to the notice of the Rule Committee. There was, he continued, no prospect

of the rules coming into force before the beginning of next year.

He invited the opinion of members also on the new Funds Rules. Many troublesome cases, he said, arose; for instance, a cheque is paid into court and then dishonoured; what is the position of the registrar and how can he recover the money? The rules were admittedly experimental, and it had been proposed to work them for six months; members had now had an opportunity of seeing them in operation.

Registrars, said the President, could now congratulate themselves on the restoration of the whole of the remainder of their salaries which had been deducted under the cuts of 1931. He thanked Mr. C. D. Lamb for his help in producing the Practice Notes; the indexes were extremely useful, and a clerk could nearly always find in them the answer to a question.

Mr. H. H. PAYNE, honorary secretary and treasurer, seconding the motion reported that the accounts were in a satisfactory position, the Association having in hand £120 as against £25 in 1930. The invested funds were worth £271.

Several members discussed matters raised in the report.

Mr. A. D. MINTON-SENHOUSE (Newcastle-on-Tyne) complained of difficulty in finding the land on which distraint was being levied for unpaid tithes. The President said that he always insisted on a plan being submitted with the application, and Mr. W. JOSEPH (Yarmouth) said that there was no difficulty in getting a plan by asking for it.

Mr. MORTON BALL (Brighton) speaking of the Funds Rules, complained of the necessity for the remission to the Accountant General of a sum which was to be paid out in a few days under a judge's order. The President sympathised, and pointed out that the Department would send the money back without delay when application was made for it. He added that a registrar could not overdraw on the court account but should apply for more money, which would be sent by return of post.

Mr. R. H. BEAUMONT (Nottingham) found fault with the arrangement which did not allow a court to have sufficient funds to meet its outgoings for the month. He considered it humiliating to have to admit to a suitor that he could not pay an amount which was due. In view of this enforced impecuniosity of the court account, he could not see any reason why registrars should have to provide security for such large sums on appointment. He pleaded for periodical payments to registrars without the need for an application.

THE JURISDICTION OF COUNTY COURTS.

THE PRESIDENT, inviting discussion on the work of the Royal Commission, said that one of its terms of reference was to state whether any further measure should be taken for the devolution of work from the High Court to the county courts. Many eminent opinions had been expressed on the question whether county court judges and registrars should be given extended jurisdiction, and how much, and the Commission had invited the views of the Association. The views of judges and masters had largely been in favour of members of the Bar, who were against extension, and the Council felt that the Association could hardly oppose these opinions, but that it would be better merely to express the willingness of registrars to co-operate in any change that was felt to be in the public interest. He pointed out that since the inception of county courts, numberless Acts had been passed increasing their work and jurisdiction. Parliament had already extended their jurisdiction far beyond the original limit: In equity it was £500 and in Admiralty £300.

In discussion, many members considered that the jurisdiction should be extended.

Mr. JOSEPH pointed out that under the new Act, when the provision was brought into force, an action involving any amount could be transferred to the county court by consent. Presumably there must be some limit to the county court's jurisdiction, or it would be on the same level as the High Court, but Parliament might well take a short cut and prescribe a limit instead of letting the parties go through the rigmarole of commencing the action in the High Court. He would like, he said, to see a system of circuit county court judges by which all the judges would visit all the circuits. He did not consider it good that the same judge should deal with the same counsel and litigants day after day.

Mr. MINTON-SENHOUSE voiced the strong desire of the legal profession in the North of England for an extension of jurisdiction. It was, he said, a real hardship that running-down cases involving £250 or £300 should have to go to Assizes. The judges in his circuit were not overworked.

Mr. BALL said that, if the time of his courts were further taken up with remitted actions, they would need an extra judge.

Mr. D. S. A. MCMURTIE (Cambridge) suggested an increase in the registrar's jurisdiction commensurate with that of the judge, by increasing the figure with the consent of the parties. The amount involved in a case was not a criterion of its complexity.

Mr. BEAUMONT objected that a few extra defended cases would mean that the registrar would have to give another day to them.

Mr. WILFRED DELL (City of London Court) said that the Metropolitan registrars unanimously approved of the principle of extension. If a particular judge were overworked, the Department had power to send him another judge to help. He thought that experienced registrars might well have their jurisdiction increased.

Mr. G. SHILTON (West London) remarked that his court found no difficulty in getting an additional judge whenever one was needed.

Mr. BRUCE HUMFREY (Croydon) said that he had studied the question as an official of the Supreme Court and in other places. He had submitted a scheme, not as a registrar, but as a member of the public, suggesting that it was not in the public interest to force the suitor to go to a particular court because the amount in issue was a few pounds above or below a certain limit; the suitor should have the opportunity of commencing his action in the court which he found most convenient, the defendant being given the right to apply for transfer.

Mr. C. SQUIRE (Leicester) feared lest an extension of jurisdiction should take away the character of the county court as the poor man's court. He did not see how district registrars, especially, would find time to try the cases which would be put upon them.

Mr. JOSEPH pointed out that much depended on the nature of the court and the business it had to do. A large number of provincial county courts sat only once a month for two days. Several speakers assured him that their courts sat every day, but Mr. DELL stated that the City Court could undertake any additional work which the Commission saw fit to place on it. In accordance with the wish of the Council, no resolution was proposed.

The PRESIDENT announced with deep regret the death of Mr. F. W. Cooke, of Norwich, a vice-president who had long been closely connected with the work of the Association, and had been active in preparing part of the index to the Practice Notes.

Mr. F. F. Smith was unanimously re-elected President. Mr. Payne and Mr. C. P. Charlesworth (Bradford) were unanimously elected Vice-Presidents, and Mr. F. G. Glanfield (Birmingham), Mr. Squire, Mr. Hicks and Mr. Dell were declared elected to the Council.

The Grotius Society.

TWENTIETH ANNUAL MEETING.

The Master of the Rolls, Lord Hanworth, who for the last two years has been the President of the Grotius Society, presided at the Society's Twentieth Annual Meeting, which was held in Gray's Inn Hall on the 10th April last.

In his opening address, Lord Hanworth outlined the history of the Society, which was founded in 1915 for the purpose of carrying on the study of what is known as International Law, and, as its name denotes, to perpetuate the memory of Hugo Grotius, the author of *De Jure Belli et Pacis*. Outlining the life and work of Grotius who was born at Delft, Holland, in 1583, and died in 1645, Lord Hanworth said that this great jurist could be regarded as the father of International Law. He was by no means popular in his native country, and for his doctrines, which were regarded as heretical, he was imprisoned and later exiled. A box in which, through the ingenuity and daring of his wife, Maria Grotius, he escaped from prison over the Dutch frontiers, is apparently preserved to this day, but unfortunately its identification is somewhat difficult owing to the fact that no less than seven museums in Holland, each and all purport to possess the authentic specimen.

Coming to the work of the Society, Lord Hanworth said that the world to-day presented a somewhat depressing spectacle. For some extraordinary reason, there was a spirit of war or fear of war in men's minds to-day, when one would have thought that their real function, after a great war, was to discover how remote they could put the danger of war and how best they could beat swords into ploughshares. The Grotius Society, by concentrating on the study of International Law, was helping that branch of the law to come into its own, and compelling men to think whether there are not better methods than war of settling disputes, however deep-seated the origin of those disputes might be.

Lord Macmillan, who spoke next, said that there existed between Scotland and Holland a very old association. From the 16th century onwards, right down to the beginning of the 19th century, Scottish Jurists had preferred to go abroad

to study law rather than to England, and the influence exercised on Scottish Law by such Scotch Lawyers as Lord Stair, Erskine, Bell, Boswell, and many others, who had studied law at Utrecht, Leyden, Groningen or Amsterdam, had been such that to this day there survived in the law of the northern part of this island more than a trace of the Civil Law and of the Roman Civil Law upon which continental systems are founded.

In paying tribute to the Grotius Society for the great work it had achieved during the twenty years of its existence, Lord Macmillan said that the only safeguard of peace and freedom must be the reign of law, and to the end that the study of law might become intensified with that object in view, societies, such as the Grotius Society and the Selden Society, were rendering inestimable services. He himself had founded a society in Edinburgh, the Stair Society, on the model of the Selden Society, of which Lord Tomlin was the President, and now Lord Atkin, who recently presided over a Committee of the Lord Chancellor, which was investigating the possibility of intensifying the post-graduate study of law, had suggested the creation, in London, of an Institute of Legal Research. Lord Macmillan expressed the hope that that Institute, which would have the support of the Inns of Court, might soon be brought into being. There could be no more suitable place for the establishment of such an Institute than London, which was richer than any other city in records covering an unbroken period of many centuries. Moreover, students of law in London, who cared to attend the sittings of the Judicial Committee of the Privy Council, would there find a court in which almost every known system of law was administered, including, besides the common law of England, Roman civil law (in order to deal with questions, say, in Quebec or Mauritius), Roman Dutch law, Indian law, etc. He said that he did know of one other tribunal in which foreign law had been administered. This tribunal had formed another link between Scotland and Holland, for in the sixteenth, seventeenth and eighteenth centuries there was a court at Veere in Holland known as the Court of the Lord Conservator of Scottish Privileges which sat to adjudicate in disputes between the Scotch merchants of the staple and Dutchmen with whom they transacted business. That court was almost unique, and continued to exist until 1847. Recently, new International Courts had come into existence. He, Lord Macmillan, presided over such a court, which had been set up by agreement between Holland and Norway, under the style of a "Permanent Commission of Conciliation," at the end of last year to decide all disputes which might arise between those two countries. This showed that the spirit of accommodation among the nations was not entirely extinct.

In conclusion, he urged the Society to open its doors to as many young students as possible, for he felt that there was a growing feeling that law must not be allowed to become a mere commercial pursuit, but that it must retain its prestige, as a great human, liberating, social science. He paid a tribute to the late Mr. Carnegie, the centenary of whose birth occurs this year, and said that although the Grotius Society owed much to the financial support which it had received from the Carnegie Endowment Fund, it seemed to him that monetary support from our own people, for the work which the Society was doing, ought not to be withheld.

Lord Tomlin said, that since the days when the Law of Nature or the Law of God was supposed to be the ruling factor of International Law, several changes had taken place, but to-day we appear to have reverted to something in the nature of the Law of God, which was being applied to all the doctrines, so much so that we were being told that our conceptions of sovereignty in regard to individual States are misconceived and out of date, that there is no such thing as sovereignty, and that indeed, any particular States *vis-a-vis* International Law and the Community of the Nations has no more sovereignty than has any citizen of this country, *vis-a-vis* the Chancellor of the Exchequer in relation to his pocket. Whether that doctrine would receive general acceptance or not, he was unable to say, but, whatever the answer to all the problems which beset us to-day might be, he was sure of one thing, and that was that in this country, we were all agreed, that whether in matters International or in matters Municipal, the rule of law, somehow or other, logical or illogical, had to be that which governed.

In a closing speech, Lord Hanworth thanked the Benchers of Gray's Inn for placing at the disposal of the Society a hall which was a fitting setting for the traditions which it enshrined, and which, he said, was the greatest gem of all the halls, whether in London, Oxford, Cambridge or elsewhere. And so saying, he relinquished the presidency of the Grotius Society, to Master Jelf, who will hold that office during the coming year.

Among those present at the meeting were, besides Lord Hanworth, Lord Macmillan and Lord Tomlin, Lord Askwith, Mr. Justice and Lady Hawke, Mr. Justice and Lady Horridge, Mr. Justice du Parcq, Master Jelf, Sir D. Plunket Barton, Sir Lynden and Lady Macassey, His Honour Sir Alfred Tobin, Sir Fiennes Barrett Lennard, H. F. Manisty, K.C., Roland Vaughan Williams, K.C., A. T. Miller, K.C., St. John Micklethwait, K.C., C. T. Le Quesne, K.C., E. W. Cave, K.C., Sir Alfred Hopkinson, K.C., T. Eastham, K.C., Heber Hart, K.C., Professor R. W. Lee, Professor Ernest Cohn, Llewellyn Jones, M.P., Theobald Mathew, Wyndham A. Bewes (Hon. Sec.), W. R. Bishop, F. Temple Grey, C. J. Colombos, LL.D., R. S. Fraser, William Latey, A. J. Jacobs, Alexander Cairns, etc.

The Law Society.

HONOURS EXAMINATION.

MARCH, 1935.

The names of the solicitors to whom the candidates served under articles of clerkship are printed in parentheses.

At the examination for honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction :—

FIRST CLASS.

Frederick Newey Huggins (Mr. Francis Gerald Scott, of Oxford ; and Mr. Francis Edward Foster Barham, of the firm of Messrs. Sharpe, Pritchard & Co., of London).

SECOND CLASS.

(In alphabetical order.)

Edward David Eden Andrewes, B.A. Oxon (Mr. Francis Robert Nott, LL.B., J.P., of the firm of Messrs. Tamplin, Joseph, Ponsonby, Ryde & Flux, of London).

Stanley Briggs (Mr. Ernest Horatio Clegg, of Brighouse).

Edgar Warwick Fedden, M.A. Cantab. (Mr. Richard George Paver-Crow, of the firm of Messrs. Titley & Paver-Crow, of Harrogate).

Roy George Huxtable (Mr. Alan Westbury Preston, of the firm of Messrs. Westbury Preston & Stavridi, of London).

Leslie Rayner (Mr. Arden Francis Terrell Shapland, of the firm of Messrs. Evershed & Shapland, of Brighton ; and Mr. Joseph Bertram Udall, M.A., of the firm of Messrs. Hawes and Udall, of London).

Robert James Tull Smith, LL.B. London (Mr. Percy James Smith, of the firm of Messrs. Clifton, Woodward and Smith, of Nottingham).

Thomas William Tapping (Mr. James Lungley, B.A., of Oxford).

Harry George Walden, LL.B. London (Mr. Percy Holt, of Croydon).

Edwin Walker Wright (Mr. Charles North Wright, of the firm of Messrs. Fowler, Langley & Wright, of Wolverhampton ; and Messrs. Gregory, Rowcliffe & Co., of London).

Charles Alan Oscar Lindsay Ziegler, B.A. Cantab. (Mr. Thomas Smith Curtis, of the firm of Messrs. Collyer-Bristow and Co., of London).

THIRD CLASS.

(In alphabetical order.)

Michael Percy George Bowman (Mr. William Triggs Stevenson Turner, and Miss Winifred Lewis, both of the firm of Messrs. Triggs Turner & Co., of Guildford ; and Messrs. Rising & Ravenscroft, of London).

Keith Daniel Lewis (Mr. Charles Eaton Mills, of the firm of Messrs. Mills, Lockyer, Church & Evill, of London).

George Soulsby (Mr. John William Cuthbertson, of Blyth).

Arthur George William Wash (Mr. John Stanley Winny, of Craven Arms).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following Prize :—

To Mr. Huggins—The Clement's Inn Prize—Value about £12.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

Eighty-six candidates gave notice for Examination.

The Union Society of London.

(CENTENARY YEAR.)

A meeting of the Society was held at the Middle Temple Common Room on Wednesday, the 1st May, at 8.15 p.m., Capt. E. Ellershaw being in the chair. Mr. A. D. Russell-Clarke proposed the motion : "That this House approves the Budget." Mr. D. F. Brundrit opposed, and Messrs. J. G. Baker, Bennett, Hobbes, Fraser, Orme, the Hon. Secretary, Bassett, Kingham, Butterfield, Clarke and Capt. Ellershaw also spoke. Mr. Russell-Clarke replied. Upon division the motion was lost by eight votes.

Rules and Orders.

THE COUNTY COURT DISTRICTS (MISCELLANEOUS No. 1) ORDER, 1935. DATED APRIL 12, 1935.

I, John Viscount Sankey, Lord High Chancellor of Great Britain, by virtue of Section 4 of the County Courts Act, 1888,* as amended by Section 9 of the County Courts Act, 1924,† and of all other powers enabling me in this behalf, do hereby order as follows:—

1. The County Court of Essex held at Dunmow and Braintree shall cease to be held at Dunmow and shall be held at Braintree by the name of the County Court of Essex held at Braintree.

2. The County Court of Middlesex held at Edmonton and Wood Green shall cease to be held at Wood Green and shall be held at Edmonton by the name of the County Court of Middlesex held at Edmonton.

3. The County Court of Lancashire held at Southport and Ormskirk shall cease to be held at Ormskirk and shall be held at Southport by the name of the County Court of Lancashire held at Southport.

4. The County Court of Yorkshire held at Skipton and Settle shall cease to be held at Settle and shall be held at Skipton by the name of the County Court of Yorkshire held at Skipton.

5. The areas set out in the first column of the Schedule to this Order shall be detached from, and cease to form part of, the County Court Districts set opposite to their names respectively in the second column of the said Schedule, and shall be transferred to, and form part of the County Court Districts set opposite to their names respectively in the third column thereof.

6. In this Order "parish" shall mean a place for which immediately before the first day of April, 1927, a separate Poor Rate was or could have been made or a separate Overseer was or could be appointed.

7. This Order may be cited as the County Court Districts (Miscellaneous No. 1) Order, 1935, and shall come into operation on the 1st day of July, 1935, and the County Courts (Districts) Order in Council, 1899, as amended,‡ shall have effect as further amended by this Order.

Dated the 12th day of April, 1935. *Sankey, C.*

SCHEDULE.

First Column. Parishes.	Second Column. County Court Districts.	Third Column. County Court Districts.
	Lancashire.	*Lancashire.*
Lydiate	Southport and Ormskirk	Liverpool.
Maghull	Southport and Ormskirk	Liverpool.
Melling	Southport and Ormskirk	Liverpool.
Simonswood	Southport and Ormskirk	Liverpool.
Bispham	Southport and Ormskirk	Wigan.
Part of the Parish of Lathom, viz.:— the part which lies to the eastward of the River Tawd	Southport and Ormskirk	Wigan.
Part of the Parish of Burscough, viz.:— the part which lies to the eastward of the River Tawd	Southport and Ormskirk	Wigan.
Part of the Parish of Liverpool, viz.:— the part which constituted the parish of Speke immediately before the commencement of the Liverpool Extension Order, 1932 ..	St. Helens and Widnes	Liverpool.
	Shropshire.	*Shropshire.*
Stokesay	Ludlow	Craven Arms.
Acton Scott	Ludlow	Craven Arms.
Wistanstow	Ludlow	Craven Arms.
Sibdon Carwood ..	Ludlow	Craven Arms.
	Wiltshire.	*Wiltshire.*
Part of the Parish of Chapmanslade, viz.:— the part which constituted part of the parish of Dilton Marsh immediately before the commencement of the Wiltshire Review Order, 1934	Trowbridge	Warminster.

* 51 & 52 Vict. c. 43. † 14 & 15 Geo. 5, c. 17.

‡ S.R. & O. 1899, No. 178, printed as amended to 1903, S.R. & O. Rev. 1904, III. County Court, E., p. 1. For subsequent amendments *see* "Index to S.R. & O. in Force, June 30, 1933" at pp. 190-3, and S.R. & O. 1933, pp. 541-3 and 1934, pp. 255-9.

THE ROAD TRAFFIC ACT, 1934 (DATE OF COMMENCEMENT) ORDER (No. 2), 1935, DATED APRIL 18, 1935, MADE BY THE MINISTER OF TRANSPORT.

Whereas by Sub-section (3) of Section 42 of the Road Traffic Act, 1934,* (hereinafter called "the Act"), it is enacted that the Act shall come into operation on such day or days as the Minister of Transport may appoint, and the Minister may fix different days for different purposes and different provisions of the Act.

Now, therefore, the Minister of Transport in the exercise of the powers so conferred upon him and of all other powers enabling him in that behalf hereby appoints and orders as follows:—

1. The provisions of Sub-sections (1) to (4) (both inclusive) and Sub-section (6) of Section 6 of the Act shall for all purposes come into operation on the first day of June, 1935.

2. The Interpretation Act, 1889,† applies for the purpose of the interpretation of this Order as it applies for the purpose of the interpretation of an Act of Parliament.

3. This Order may be cited as "The Road Traffic Act, 1934 (Date of Commencement) Order (No. 2), 1935."

Given under the Seal of the Minister of Transport this eighteenth day of April, 1935.

(L.S.) 7809 *Robert H. Tolerton,*
W.D.D. An Assistant Secretary.

* 24 & 25 Geo. 5, c. 50. † 52 & 53 Vict. c. 63.

PROVISIONAL REGULATIONS, 1935, DATED APRIL 27, 1935, MADE BY THE MINISTER OF HEALTH UNDER PART X OF THE LOCAL GOVERNMENT ACT, 1933 (23 & 24 Geo. 5, c. 51). [S.R. & O., 1935. No. 81592. Price 2d. net.]

Legal Notes and News.

Honours and Appointments.

The Colonial Office announces the following appointments to the Colonial Service and promotions:—Mr. D. B. JONES appointed Magistrate, Tanganyika; Mr. C. KNIGHT appointed Magistrate, Tanganyika; Mr. R. WINDHAM appointed Legal Draftsman, Palestine; Mr. J. B. HOBSON appointed Principal Officer and Second Deputy Marshal, Trinidad; Mr. D. EDWARDS (Resident Magistrate, Kenya) appointed Relieving President, District Court, Palestine; Mr. C. C. GERAHTY (Puisne Judge, Straits Settlements) appointed Legal Adviser to the Governor of Malta.

Sir CHARLES TYRRELL GILES, K.C., has been re-elected Chairman of the Wimbledon and Putney Commons Conservators for the forty-fifth year in succession.

Mr. WILLIAM COULSON, Barrister-at-law, M.Inst.M. & Cy.E., who for 36 years acted as Clerk and Surveyor to the Hessle Urban District Council, has been appointed Clerk of the new Haltemprice Urban District Council recently created under the East Riding County Review Order, 1935. Mr. Coulson was called to the Bar by the Middle Temple in 1924.

Mr. S. G. WILKINSON has been appointed Clerk to the St. Neots (Hunts) Justices. He was admitted a solicitor in 1895.

Mr. KENNETH GOODACRE, solicitor, of Doncaster, has been appointed Assistant Solicitor in the Town Clerk's Department of Barrow-in-Furness. Mr. Goodacre was admitted a solicitor in 1934.

Mr. J. Crowlesmith, Mr. Samuel Cutler, Mr. T. W. Lockyer, and Mr. B. J. Monro have been elected members of the Executive Committee of the Bribery and Secret Commissions Prevention League, Incorporated.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

According to the 1934 report of the Institute of Chartered Accountants in England and Wales, 586 new candidates were admitted to membership during the year. Membership rose by 443 to 11,079. Articles of clerkship numbering 737 were registered against 838 in 1933. The total number of candidates at examinations held in 1934 was 3,240, of whom 1,506 passed and 1,734 failed.

Notes.

The Pass List in connection with the recent Professional Examinations of the Auctioneers' and Estate Agents' Institute shows that out of 630 candidates who presented themselves for examination 351 were successful, being a percentage of 55·7.

The King, on the recommendation of the Home Secretary, has been pleased to command that in commemoration of His Majesty's Silver Jubilee the Chief Magistrate now and for the time being of the City of Plymouth shall bear the style and title of Lord Mayor.

The Pageant of England will be presented in Langley Park, Slough, twice daily from 28th May to 11th June by 5,000 voluntary performers. The proceeds from the pageant will be devoted to St. George's Hospital Rebuilding Fund and the Safer Motherhood Campaign.

Teams representing the Bench and Bar of England and the Bench and Bar of Scotland met in a golf match by foursomes at Woking last week. The first half of this annual match went in favour of England by seven matches to none, but Scotland improved and the series was halved at four matches all.

The First Commissioner of Works announces that Mr. Allen Walker has resumed his lectures on the history of the Tower of London on Tuesdays, at 3 p.m. Each lecture, which is given in the Martin Tower, is illustrated by lantern views, and is followed by a tour of a portion of the Tower buildings. A charge of 1s. is made.

The Magistrates' Association of Northern Ireland, at a meeting in Belfast recently, decided to appeal to the Judicial Committee of the Privy Council against the Ulster Summary Jurisdiction Bill. The main provisions of the Bill abolish the majority of the judicial functions of unpaid justices of the peace, their places to be taken by paid resident magistrates.

An illustrated booklet in a size convenient for the pocket, and entitled "The Code of the Road," has been issued by the Eagle, Star and British Dominions Insurance Company. Mr. Hore-Belisha, the Minister of Transport, contributes a message, in which he writes that the booklet tells how accidents on the roads may be avoided and that the guidance offered in it is approved by his department.

To mark the association of the King with Lincoln's Inn as a member of the Bench, a special Jubilee Grand Night will be held next Monday. A number of distinguished overseas visitors will be among the guests The Duke of Kent is also a Bencher of Lincoln's Inn. A similar celebration will be held at Gray's Inn, of which the Duke of Gloucester, the Duke of Connaught and Prince Arthur of Connaught are Benchers.

Lord Normand was installed on Tuesday as Lord Justice-General of Scotland and Lord President of the Court of Session in succession to Lord Clyde, who has retired. The ceremony took place in the Court of Session at Edinburgh in the presence of all the judges and a distinguished company of lawyers and members of the general public. Mr. Douglas Jamieson, K.C., M.P., who succeeds Lord Normand as Lord Advocate, also presented his commission.

Court Papers.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness Part II.	MR. JUSTICE BENNETT. Non-Witness
	Mr.	Mr.	Mr.	Mr.
May 13	Andrews	Blaker	Blaker	Hicks Beach
,, 14	Jones	More	*Jones	Blaker
,, 15	Ritchie	Hicks Beach	Hicks Beach	Jones
,, 16	Blaker	Andrews	*Blaker	Hicks Beach
,, 17	More	Jones	Jones	Blaker
,, 18	Hicks Beach	Ritchie	Hicks Beach	Jones

DATE.	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part I.	MR. JUSTICE CLAUSON. Witness Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness	MR. JUSTICE FARWELL. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
May 13	*Jones	*More	Ritchie	*Andrews
,, 14	*Hicks Beach	*Ritchie	Andrews	More
,, 15	*Blaker	*Andrews	More	*Ritchie
,, 16	Jones	*More	Ritchie	Andrews
,, 17	*Hicks Beach	Ritchie	Andrews	*More
,, 18	Blaker	Andrews	More	Ritchie

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 16th May, 1935.

	Div. Months.	Middle Price 8 May 1935.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	116½	3 8 8	2 19 4
Consols 2½%	JAJO	88	2 16 10	—
War Loan 3½% 1952 or after	JD	106½xd	3 5 10	3 0 10
Funding 4% Loan 1960-90	MN	117¾	3 7 11	2 19 7
Funding 3% Loan 1959-69	AO	104¼	2 17 6	2 15 2
Victory 4% Loan Av. life 29 years	MS	116	3 9 0	3 3 0
Conversion 5% Loan 1944-64	MN	121½	4 2 4	2 3 6
Conversion 4½% Loan 1940-44	JJ	114	3 18 11	1 15 3
Conversion 3½% Loan 1961 or after	AO	108	3 4 10	3 0 11
Conversion 3% Loan 1948-53	MS	106½	2 16 4	2 8 0
Conversion 2½% Loan 1944-49	AO	102¾	2 8 8	2 3 1
Local Loans 3% Stock 1912 or after	JAJO	97	3 1 10	—
Bank Stock	AO	363½	3 6 0	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	90½	3 0 9	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
India 4½% 1950-55	MN	112½	4 0 0	3 8 6
India 3½% 1931 or after	JAJO	98	3 11 5	—
India 3% 1948 or after	JAJO	88	3 8 2	—
Sudan 4½% 1939-73 Av. life 27 years	FA	120	3 15 0	3 7 3
Sudan 4% 1974 Red. in part after 1950	MN	114	3 10 2	2 17 10
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 16 5
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	112	4 0 4	2 9 4
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 6
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	102	3 13 6	3 11 3
Canada 4% 1953-58	MS	111	3 12 1	3 3 8
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 9
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 4
South Africa 3½% 1953-73	JD	107xd	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	100	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	107	3 5 5	2 19 10
Leeds 3% 1927 or after	JJ	95	3 3 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	86xd	2 18 2	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96xd	3 2 6	—
Manchester 3% 1941 or after	FA	95	3 3 2	—
*Metropolitan Consd. 2½% 1920-49	MJSD	101xd	2 9 6	—
Metropolitan Water Board 3% "A" 1963-2003	AO	100	3 0 0	3 0 0
Do. do. 3% "B" 1934-2003	MS	99	3 0 7	3 0 8
Do. do. 3% "E" 1953-73	JJ	102	2 18 10	2 17 2
Middlesex County Council 4% 1952-72	MN	113	3 10 10	3 0 2
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	95	3 3 2	—
Sheffield Corp. 3½% 1968	JJ	108	3 4 10	3 2 2
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	113	3 10 10	—
Gt. Western Rly. 4½% Debenture	JJ	125½	3 11 9	—
Gt. Western Rly. 5% Debenture	JJ	136½	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	130½	3 16 8	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	128½	3 17 10	—
Gt. Western Rly. 5% Preference	MA	118	4 4 9	—
Southern Rly. 4% Debenture	JJ	113	3 10 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	111½	3 11 9	3 7 0
Southern Rly. 5% Guaranteed	MA	128	3 18 2	—
Southern Rly. 5% Preference	MA	118	4 4 9	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.